

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. SP035

MODIFICATION NO. 3

FOR

PHOTO ENFORCEMENT MAINTENANCE SERVICES

This Modification No. 3 to Contract No. SP035 is made and entered by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, hereinafter referred to as "METRO" and **ACS STATE AND LOCAL SOLUTIONS, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and METRO entered into Contract No. SP035, effective February 1, 2000, the "Existing Contract" and;

WHEREAS, Contractor and METRO desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE IV, COMPENSATION is hereby modified as follow:

Three-Year base contract value:	\$3,643,200,	Total contract value:	\$7,141,160.
First Option Year contract value:	\$1,214,400,	Total contract value:	\$8,355,560.
Second Option Year contract value:	\$1,214,400,	Total contract value:	\$9,569,960.

ARTICLE V, PERIOD OF PERFORMANCE, is hereby replaced by the following:

The term of this agreement shall be from June 30, 2006 to June 29, 2009, with two (2) one- (1) year extension options. Written Notice of Exercise of Option shall be sent to Contractor a minimum of thirty (30) days prior to contract expiration dates (June 29, 2009 and June 28, 2010) if METRO decides to extend the period of performance.

PART A SCOPE OF WORK is hereby revised to add the following language:

Thirty-one (31) new wet film cameras will be added, along with all related hardware, bringing the total number of cameras required under this contract to forty-seven (47). Contractor will provide call center operations (8am-5pm PST, excluding holidays), field maintenance (5 times per week), and citation processing services at the current service levels established in the Contract.

PART D COMPENSATION AND PAYMENT PROVISIONS is hereby revised to add the following language:

1. Metro shall pay Contractor a \$2,300 service fee per month for each of the 44 active approaches, with 3 approaches being dual camera approaches beginning with the billing cycle subsequent to the effective date of this Contract Modification.
2. Unless mutually agreed otherwise in writing, METRO shall have the option for one year from the effective date of this amendment to purchase additional services for the Orange Line as follows:

The following prices shall apply to all active cameras, both new cameras and those already installed, upon the Metro's issuance of a Notice to Proceed.

Number of Additional Wet Film Cameras Serviced (in addition to the existing 47)	Resulting Price per Camera per Month for All Active Cameras (including cameras already installed)
1-4	\$2,300
5 +	\$2,200

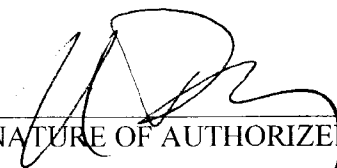
Any fees paid for the above additional equipment will not be for the purchase or lease of such equipment but rather for the provision and servicing of such equipment by Contractor, who will retain ownership of such equipment until the termination of the agreement, and who will replace or repair such equipment at its expense.

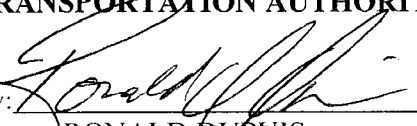
Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Modification No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

ACS STATE AND LOCAL SOLUTIONS, INC,

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
SIGNATURE OF AUTHORIZED OFFICIAL

By: 
RONALD DUPUIS
Director, Contract Administration

NORMAN DONG
(PRINT OR TYPE NAME)
VICE PRESIDENT
TITLE
12/8/2006
DATE

12-18-06
DATE