

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or the “Customer”), and **XEROX CORPORATION**, a New York corporation, whose address is 201 Merritt 7, Norwalk, CT 06851-1056 (the “Contractor” or “Xerox”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties executed the Master Lease Agreement on November 18, 2021 (the “Agreement”), with an expiration date on December 31, 2024, under the auspices of the NASPO ValuePoint Master Agreement # 140606 (“NASPO Master Agreement”) and the State of Colorado Participating Addendum #160627 (“NASPO Participating Addendum”), awarded to the Contractor, with the objective of leasing Xerox Equipment during the Term of the Agreement;

WHEREAS, Orders for Equipment leases under the Agreement have different expiration dates based on their date of installation which survive the expiration of the NASPO Participating Addendum, the NASPO Master Agreement and the Agreement itself; and

WHEREAS, the City’s Department of General Services’ purchasing policies require an active agreement to allow the City to continue payment on the leases in place under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. The Parties hereby agree to modify the Agreement to extend it solely for financial purposes to allow the City to pay each individual lease Order until the end of the last individual lease Term through December 31, 2029. This Amendatory Agreement will allow the City to use the funds appropriated for each individual lease until their lease expiration date as stated in *Section 3.1 Budget* and *Section 3.4 Maximum Contract Amount* of the Agreement, and the survival provisions of *Section 3.C. Order Term* and *Section 19.M. Survival of Certain Contract Terms* of the NASPO Participating Addendum incorporated into this Agreement as Exhibit A.

2. The Parties agree this Amendatory Agreement cannot be used to place new Orders under the NASPO Participating Addendum as it has expired. Any new orders will require a separate contract between the Parties.

3. Section 2 of the Agreement, titled “**TERM**,” is amended to read as follows:

“2. **TERM**: The Agreement will commence on October 1, 2021, and will expire, unless sooner terminated, on December 31, 2029 (the “Term”). Subject to the Chief Information Officer’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date of the Agreement..”

4. Subsection 3.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or

performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

5. Section 9 of the Agreement, titled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**," is amended to read as follows:

"9. **INTENTIONALLY OMITTED.**"

6. Section 11 of the Agreement, titled "**PAYMENT OF CITY MINIMUM WAGE**," is amended to read as follows:

"11. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

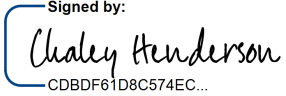
8. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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By:

Contract Control Number:
Contractor Name:

TECHS-202578597-01 / TECHS-202160212-01
XEROX CORPORATION

By:  Signed by:
CDBDF61D8C574EC...

Name: Chaley Henderson
(please print)
Title: Finance Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)