

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”), and **KRONOS INCORPORATED**, a corporation incorporated under the laws of the Commonwealth of Massachusetts and registered to do business in the State of Colorado, whose address is 297 Billerica Road, Chelmsford, Massachusetts 01824 (the “Contractor or Kronos”).

RECITALS:

WHEREAS, the City and the Contractor entered into an Agreement dated August 10, 2015, relating to software services, training and implementation (the “Agreement”); and

WHEREAS, the Agreement, expired by its terms on July 31, 2016; and

WHEREAS, rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term and amend the maximum contract amount;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Article 1 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“1. **TERM:**

a. **Initial Term.** The Agreement will commence on August 1, 2015 and will expire on July 31, 2016 (the “Initial Term.”)

b. **Renewal Terms.** The City shall automatically renew the Initial Term for up to two (2) additional one-year terms (each an “Annual Renewal Term”) by appropriation of sufficient amounts for the subsequent year by City Council. The first Annual Renewal Term shall be from August 1, 2016 to July 31, 2017; and the second Renewal Term shall be from August 1, 2017 to July 31, 2018.

c. **Renewal Procedures; Non-Renewal.** Payments authorized pursuant to the Maximum Contract Amount (defined below) shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew any subsequent Renewal Term shall have been deemed to have been exercised upon the City making sufficient appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation, the Agreement shall be deemed to have been renewed for the subsequent Annual Renewal Term. If such sufficient appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement

for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City's obligation to make payments to the Contractor shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

2. Article 2(D)(i) of the Agreement, "**Maximum Contract Liability:**" is hereby amended to read as follows:

"D. Maximum Contract Liability:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation if all Renewal Terms are effected will not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND 00/CENTS** (\$750,000.00) (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 the mutually executed Order Forms. Any services performed beyond those described in the Order Forms are performed at Contractor's risk and without authorization under the Agreement."

3. As herein amended, the Agreement is revived, affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201523625-01

Contractor Name: KRONOS INCORPORATED

By: Kathryn Farr Kathryn Farr
Associate Manager Business Operations
Aug 25 2016 5:16 PM

Name: _____ 
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

