

SIXTH AMENDATORY AGREEMENT

This **SIXTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation, with an address of P.O. Box 201322 Dallas, Texas 75320, (the “Contractor”) collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement June 19, 2007, and amended the Agreement on November 25, 2008, August 25, 2009, October 27, 2009, August 11, 2011 and on November 5, 2013 (the “Agreement”), relating to the development and implementation of a comprehensive Parking Management System; and

WHEREAS, the Parties wish to amend the Agreement to increase the compensation to the Contractor as follows; and

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

1. Article 4(C)(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“ARTICLE 4. COMPENSATION:

C. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall be City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **TWENTY TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$22,700,000.00)** (the “**Maximum Contract Amount**”). The Contractor acknowledges that the City is not obligated to execute an Order, agreement or and amendment to this Agreement for an services that any services performed by Contractor beyond that specifically described in this Agreement are performed at Contractors risk and without authorization under this Agreement.”

2. This Sixth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

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 _____

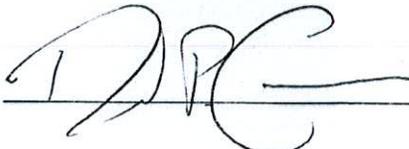
By _____

By _____



Contract Control Number: PWADM-CE75006-06

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: 

Name: David P Chmins
(please print)

Title: SVP
(please print)

ATTEST: [if required]

By: 

Name: Jeffrey Lockert
(please print)

Title: Senior Contract Manager
(please print)

