

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CONDUENT STATE & LOCAL SOLUTIONS, INC., F/K/A XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation registered to do business in Colorado with an address of 100 Campus Drive, Florham Park, New Jersey 07932 (the "Contractor"), jointly ("the Parties").

RECITALS:

WHEREAS, the Parties entered into agreement dated September 20, 2016 (the "Agreement") the City has implemented and operates both an Automated Photo Red Light System and Photo Speed Enforcement System (collectively the "Program") that utilize an automated vehicle identification system, as part of an overall traffic management strategy, to enhance safety on City streets, promote traffic calming, improve neighborhood quality of life, and improve or maintain current levels of traffic mobility; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, add compensation and to make such other amendments as are herein set forth.

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

1. Article IV. of the Agreement entitled **COMPENSATION AND PAYMENT** Section D. entitled "**Maximum Contract Amount:**" is amended to read as follows:

"D. Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX MILLION NINE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS (\$6,929,961.00)** (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 Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

2. Article VII. of the Agreement entitled **TERM AND TERMINATION:** Section A. entitled "**Term**" is amended to read as follows:

“**A. Term:** The term of this Agreement shall commence on October 1, 2016 (the "Effective Date") and shall end August 31, 2022. The processing of any violations detected during the term of the Agreement that are still in progress shall continue until completion of processing such violations through first notice of violation, and all terms and conditions of this Agreement shall remain in force until such completion.”

3. Article X. of the Agreement entitled **ADDITIONAL CONDITIONS OF AGREEMENT:** Section C. entitled “**Examination of Records**” is hereby deleted in its entirety and replaced with:

“**C. Examination of Records and Audits:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276 .”

4. Article X. of the Agreement entitled **ADDITIONAL CONDITIONS OF AGREEMENT:** Section J. entitled “**No Discrimination in Employment**” is hereby deleted in its entirety and replaced with:

“**J. No Discrimination in Employment:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or

disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Section AA of the Agreement entitled **Prohibition against Employment of Illegal Aliens to Perform Work under this Agreement:** Section 1. entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“1. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

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

7. This Amendatory Agreement will not be 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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Contract Control Number: POLIC-202262080-01 / Alf: POLIC-201627552-01
Contractor Name: Conduent State & Local Solutions, Inc.

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

POLIC-202262080-01 / Alf: POLIC-201627552-01
Conduent State & Local Solutions, Inc.

By: _____

Name: JAMES BARRYMAN
(please print)

Title: VP, GM
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)