

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **XEROX STATE & LOCAL SOLUTIONS, INC.**, formerly known as “ACS State & Local Solutions, Inc.”, a New York corporation, with an address of P.O. Box 201322, Dallas, Texas 75320, (the “Contractor) individually referred to as “Party” and collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement on July 1, 2008, a Revival and Amendatory Agreement dated September 29, 2009, a Second Amendatory Agreement dated June 29, 2010, a Third Amendatory Agreement dated May 17, 2011 and a Fourth Amendatory Agreement dated July 31, 2012, for the implementation and operation of a Photo Speed Enforcement Program which utilizes an Automated Vehicle Identification System (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the compensation to the Contractor, extend the term and add services for CiteWeb PAN option; and

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

1. All references to “...Exhibit A...” in the Existing Agreement shall be amended to read: “...Exhibit A and Exhibit A-1, as applicable...”. The scope of work marked as Exhibit A-1 attached to this Fifth Amendatory Agreement is hereby incorporated herein by reference.

2. That Article IV, Sections F and G of the Agreement entitled “**Maximum Contract Amount**” and “**Funding**” respectively are hereby amended as follows:

“Article IV. Compensation:

F. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **Eight Million Six Hundred Five Thousand Eight Hundred Forty Nine Dollars and No/100 (\$8,605,849.00)**. The Parties agree that all Equipment and Services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in Exhibit B-1.

G. Funding: Notwithstanding any other term, condition or covenant of this Agreement, it is expressly understood and agreed that any obligation of the City under this Agreement, or any renewal or extension, for all or any part of any payment obligations set out herein, whether direct or contingent, shall extend only to payment of monies duly and lawfully appropriated for the purpose of this Agreement

by the City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The City represents that **Eight Million Six Hundred Five Thousand Eight Hundred Forty Nine Dollars and No/100 (\$8,605,849.00)**, the City's maximum expressly stated payment obligation under this Agreement for the initial term, has been legally appropriated and encumbered for the purpose of this Agreement by the City Council and paid into the Treasury of the City for expenditure under this Agreement. Such amount will not lapse if not expended by the end of the current City fiscal year, but will remain available for expenditure during the term of this Agreement, unless the Agreement is otherwise terminated. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves over and above the said amount of appropriated and encumbered funds for payments in this or future fiscal years, and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City. The Contractor understands and agrees that the provision of any Services or Equipment by the Contractor which would cause the total amount payable to the Contractor to exceed the amount of previously appropriated and encumbered funds is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to the Contractor to exceed such amounts, the Contractor agrees to stop providing services until such time as additional funds sufficient to cover the services are appropriated and encumbered for purposes of this Agreement."

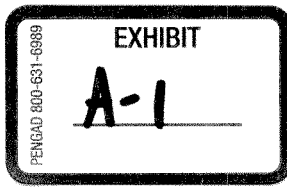
3. That Article VII, Section A, of the Agreement entitled "**TERM**" is hereby amended as follows:

"Article VII. Term and Termination:

A. Term: The term of this Agreement shall commence on July 1, 2008, (the "Contract Effective Date"), and shall end December 31, 2014. In the event that such appropriation for this Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for any additional years and the Agreement shall expire at the end of the current term."

4. This Fifth 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.

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



April 17, 2013

Brad Taylor
Program Manager
Photo Enforcement

Jeannie Springer
Finance Director
Denver Police Department

Xerox State and Local Solutions, Inc.
518 17th St., Suite 400
Denver, CO 80202

brad.taylor2@xerox.com
Tel: 303 295 2860 x3061
Fax: 303 298 1005

(Sent via email)

Subject: Penalty Assessment Service by Certified Mail

Dear Ms. Springer,

Xerox will develop and deliver all necessary changes to the Xerox CiteWeb system necessary to implement Penalty Assessment service by certified mail as defined in the Penalty Assessment by Certified Mail Scope of Work provided separately. Development will include:

1. Addition of an option within the CiteWeb system to allow the DPD Photo Enforcement Unit to select and issue a Penalty Assessment Notice (PAN) via USPS Certified Mail, return Receipt Requested.
2. Provide access to viewing and printing Confirmation of Mailing certificate for Denver County Court packets.
3. Provide DPD accessible report options for tracking and program performance in the CiteWeb system.

Quote: \$12.50 per each Red Light or Photo Speed Penalty Assessment Notice mailed via Certified Mail.

Xerox will track and report on the number of Red Light and Photo Speed PANs mailed, and will invoice the city as separate line items on the respective Red Light and Photo Speed monthly invoices. Per our understanding, the city anticipates approximately 180 requests per month for PAN service by certified mail initially, and may wish to decrease or increase this number in the future. Also, please note that substantive changes to the aforementioned Scope of Work may require discussion and may result in a corresponding change in pricing if agreed to by both parties.

Please let me know if you need additional information or have any questions.

Sincerely,

Brad Taylor
Photo Enforcement Program Manager

Cc: Sgt. Ron Johns, DPD
Ted Porras, DPD, Photo Enforcement Unit Supervisor
Nicole Monaco, DPD, Photo Enforcement Unit Supervisor

Penalty Assessment Service by Certified Mail
Scope of Work
April 17, 2013

Scope of Work:

1. Xerox will modify the CiteWeb PAN Phase 1 Review Queue to enable selection of two options for Penalty Assessment Notice (PAN) service;
 - a. Personal Service [no change to existing process]
 - b. Service by Certified Mail

2. Selection of Service by Certified Mail will;
 - a. Not trigger immediate local printing of the PAN for delivery to DPD.
 - b. Print a scheduled Court Date equal to the violation date plus 120 days on the PAN (same as currently done with PANs by Personal Service).
 - c. Print a service fee of \$12.50 (plus any internal city administrative costs DPD may want to include) in the Region 3 text box on the PAN, and increase the total amount due on the PAN to reflect the fine plus service fee.
 - d. Change the CiteWeb citation status to Ready for Certified Mail.
 - e. On the next Post Office business day, a Penalty Assessment Notice will be mailed by Certified Mail, Return Receipt Requested to the driver address in CiteWeb, and the service fee will be added to the total fine amount due in CiteWeb.
 - f. CiteWeb history will indicate the date the PAN was mailed, and the citation status will change to "Penalty Assessment Phase" in CiteWeb.
 - g. The citation will move to the PAN Phase 3 review queue.

3. Reports;
 - a. The current Served In Person (SIP) report will include service by mail payment tracking in addition to personal service tracking.
 - b. A report of all PANs mailed during each month including the citation number and date of mailing will be provided to DPD.

4. Court Filing;
 - a. If the fine remains due or the violation has not otherwise been dismissed at violation date plus 100 days, Xerox will deliver to DPD within 3 business day's one (1) copy of the PAN, plus a Confirmation of Mailing signed by a Xerox representative indicating the date mailed, citation number, address, and the USPS certified mailing certificate number.

5. Invoicing;
 - a. Xerox will add a line item on the current monthly applicable Red Light and/or Photo Speed invoice a fee of \$12.50 for each Red Light and Photo Speed PAN mailed by Xerox that month.

6. Delivery;
 - a. Estimated completion of all programming and development required to fully implement this program as outlined above is estimated at 4-5 weeks from the date of this letter.

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: POLIC-CE81107-05

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: Allen Shutt

Name: Allen Shutt
(please print)

Title: SVP Xerox State & Local
(please print)

ATTEST: [if required]

By: David Jensen

Name: DAVID JENSEN
(please print)

Title: OPERATIONS MANAGER, XEROX STATE & LOCAL
(please print)

