

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH 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.**, 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 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, a Fifth Amendatory Agreement on July 22, 2013, a Sixth Amendatory Agreement on January 05, 2015, and a Seventh Amendatory Agreement on July 17, 2015 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, to modify bonding requirements and to, extend the term; and

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

1. 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 **Ten Million Seven Hundred Twenty Nine Thousand Eight Hundred Forty Nine Dollars and No/100 (\$10,729,849.00)**. 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 **Ten Million Seven Hundred Twenty Nine Thousand Eight Hundred Forty Nine Dollars and No/100 (\$10,729,849.00)**, 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.”

2. That Article V, Section E, of the Agreement entitled Bonding Requirement is hereby amended as follows:

“Article V. General Responsibilities of the Contractor:

E. BONDING REQUIREMENTS: The Performance Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager of Safety and the Office of the City Attorney. Contractor shall pay for and furnish a corporate surety performance bond as a guarantee of the faithful performance of the Agreement (the “Performance Bond”). The Performance Bond shall be in the amount of not less than Three Hundred Seventeen Thousand and Five Hundred Eighty and no/100 Dollars (\$317,580.00) which, when executed by the Contractor and surety, shall be guarantee for the faithful performance and completion of the Contractor’s obligations in strict accordance with the terms of this Agreement. The Performance bond shall be substantially in the form contained in **Exhibit C**. The Performance bond shall be renewed annually for each year that this Agreement is extended and renewed, and shall be in the amount of Fifty Percent (50%) of the annual Maximum Contract Amount of this Agreement. The fully executed and approved Performance Bond Shall be provided within thirty (30) days of the Contract Effective Date.”

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 June 30, 2016.”

4. 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: POLIC-CE81107-08

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: *LM*

Name: *Lewis Miller*
(please print)

Title: *Vice President*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

