

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 offices located at 518 17th Street, Suite #400, Denver, CO 80202, (the "Contractor") collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 31, 2009, as amended by an Amendatory Agreement dated January 12, 2011, a Second Amendatory Agreement dated January 13, 2012, a Third Amendatory Agreement dated May 4, 2012, a Fourth Amendatory Agreement dated January 3, 2013 and a Fifth Amendatory Agreement on January 02, 2014 for the implementation and operation of a Photo Red Light Program (together, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the Maximum Contract Amount, and to extend the term of the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual premises and covenants and obligations herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. That Section **F** of Article **IV** **COMPENSATION** entitled "**Maximum Contract Amount**" of the Agreement is hereby amended to read in its entirety as follows:

"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 **ONE MILLION ONE HUNDRED FOUR THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND NO/100 DOLLARS (\$1,104,272.00)**. 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 A and A-1*, as applicable. The Parties further recognize that the installation and provision of

Equipment and Services for additional intersections beyond the initial four (4) referenced above would require appropriation of additional funds and amendment of this Agreement.”

2. That Section A of Article VII **TERM AND TERMINATION** entitled “**Term**” of the Agreement is hereby amended to read in its entirety as follows:

“A. **Term**: The term of this Agreement shall commence on January 1, 2010 (the “Effective Date”), and shall end June 30, 2015. 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.”

Except as expressly amended hereby, the Existing Agreement remains in full force and effect as originally executed

IN WITNESS WHEREOF, the parties have caused this Amendment No.6 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

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-CE01061-06

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: Allen Shutt

Name: Allen Shutt
(please print)

Title: SVP
(please print)

ATTEST: [if required]

By: Tanekia Sye

Name: Tanekia Sye
(please print)

Title: Analyst
(please print)

