

**FIRST AMENDMENT TO AUTOMATED PHOTO RED LIGHT –
PHOTO RADAR TRAFFIC SYSTEM MANAGEMENT
PROGRAM AGREEMENT**

THIS FIRST AMENDMENT TO MANAGEMENT PROGRAM AGREEMENT

(“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.**, a New York corporation, registered to do business in Colorado, with an address of P.O. BOX 201322, Dallas, TX 753230 (the “Contractor”), f/k/a **XEROX STATE & LOCAL SOLUTIONS, INC.**

WITNESSETH:

WHEREAS, the City and XEROX STATE & LOCAL SOLUTIONS, INC., entered into an Agreement dated September 20, 2016, to provide photo radar and photo red light services (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to recognize the name change of XEROX STATE & LOCAL SOLUTIONS to CONDUENT STATE & LOCAL SOLUTIONS, INC., the same legal entity which is and shall remain bound to all of the existing requirements and terms and conditions and will continue to perform the Agreement as modified herein, increase the compensation to the Contractor and update the Scope of Work.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, and obligations herein set forth, and incorporating the recitals above as binding terms and conditions, the Parties agree as follows:

1. The Agreement is modified to reflect the contractor’s name change from “**XEROX STATE & LOCAL SOLUTIONS, INC.**” to “**CONDUENT STATE & LOCAL SOLUTIONS, INC.**”

2. Article III (A) of the Agreement entitled Scope of System-Photo Red Light is hereby amended to delete the 6th Avenue Kalamath location to be replaced with South Federal Boulevard and Alameda (North bound) and the addition of two (2) new locations at East 18th Avenue and North Lincoln Street (West bound) and East Colfax Avenue and North Monaco Parkway (West bound). Each location to be verified in writing by the parties prior to installation.

3. Article IV.D.1. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“**D. Maximum Contract Amount:**

1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN MILLION EIGHT HUNDRED SEVEN THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$7,807,421.00)** (the “Maximum Contract Amount”). The City is not obligated to execute any 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.”

4. Appendix 3, II Photo Radar on Page 44 of the Agreement is amended to add one 2017 Ford Police Interceptor Utility All Wheel Drive Vehicle equipped with Drive Safe camera system to be deployed in October of 2018 for the contract term.

5. Except as herein amended, all other terms of the existing Agreement shall remain in full force and effect.

[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 _____

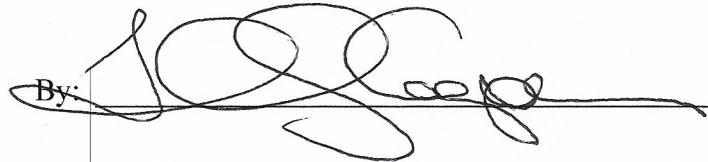
By _____

By _____



Contract Control Number: POLIC-201627552-01

Contractor Name: CONDUENT STATE & LOCAL SOLUTIONS, INC.

By: 

Name: Holly Cooper
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

