

AMENDATORY AGREEMENT

THIS 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 **UNIVERSAL PROTECTION SERVICE L.P.**, a California limited partnership, doing business as **ALLIED UNIVERSAL SECURITY SERVICES** with an address of 5995 Greenwood Plaza Boulevard Suite 225, Greenwood Village, CO 80111 (the "Contractor").

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an Agreement dated December 15, 2017 relating to providing security protective services at City Venues (the "Agreement"); and

WHEREAS, the parties have determined additional personnel will be needed to perform additional service and that such will require additional compensation;

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

1. The additional Scope of Work is attached hereto and incorporated herein as **Exhibit A-1** and all references to "Exhibits A" are hereby amended to read "**Exhibits A and A-1** as applicable".

2. Paragraph 6 of the Agreement, entitled "Payment," is amended to read as follows:

4. COMPENSATION AND PAYMENT:

- A. The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for the services and expenses provided under this Agreement Six Hundred Ninety Seven Thousand Three Hundred Sixty Six Dollars and Twenty Four Cents (**\$697,366.24**) per year ("Annual Compensation Maximum") and, if all Renewal Terms are effected, total compensation for the services and expenses provided under this Agreement shall not exceed Two Million Ninety Two Thousand Ninety Eight Dollars and Seventy Two Cents (**\$2,092,098.72**). The City will compensate the Contractor for overtime worked by its employees as set forth on **Exhibits B and A-1**, so long as the overtime compensation does not cause the total compensation to exceed either the Annual Compensation Maximum or the Maximum Contract Amount, defined below.
- B. The Contractor shall individually invoice the AVD on a weekly or other mutually agreed upon basis. Each invoice shall be accompanied by a true and correct copy of the payroll records of all workers employed under the

Agreement. The City will pay only for hours actually worked. Invoices must follow procedures and requirements provided in **Exhibits A and A-1**, as applicable.

C. Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the annual amount of nor the total sum of Two Million Ninety Two Thousand Ninety Eight Dollars and Seventy Two Cents (**\$2,092,098.72**) (“the Maximum Contract Amount”). The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor’s risk and without authorization under this Agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in 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.

D. If, in the opinion of the Director, the Contractor’s performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to perform the Services to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

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

Remainder of page left intentionally blank.

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 _____

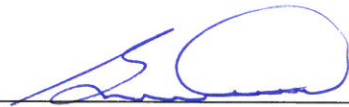
By _____

By _____



Contract Control Number: THTRS-201736698-01

Contractor Name: UNIVERSAL PROTECTION SERVICE LP

By:  _____

Name: STEVE CLAYTON
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

A. Scope Change

The Agreement between the City and County of Denver and Universal Protection Service L.P. shall be amended as follows:

Exhibit A, Scope of Work. Section A.6 **Universal Protection Service L.P. DBA Allied Universal Security Services's Liaison**, paragraph 3:

~~Universal Protection Service L.P. DBA Allied Universal Security Services will not be invoicing the city for a designated account manager.~~

- B. The City agrees to amend Exhibit B Part 2 of the Agreement to pay for the services of the Account Manager at an annual expense of \$78,000 for an amended contract cost of \$697,366.24 (\$2,092,098.72 over 3 years).
- C. Duties of the position
1. The Account Manager is the onsite point of contact for the City and County of Denver Arts Venues and is responsible for overseeing day to day operations of the security guard program, including hiring, training, disciplining, and terminating staff. The Account Manager will build, improve, and maintain relationships with clients, employees, and all members of agencies involved in the safety and security of these venues; develop and retain staff; coordinate needed support services; and solve problems to effectively run the account. The Account Manager will be responsible for meeting or exceeding financial and operational goals, and providing quality customer service. The Account Manager will maintain or oversee maintenance of weekly operating schedules and completion of payroll for assigned security personnel. The Account Manager will provide after-hours emergency response as required.
 2. In addition to the duties above, the Account Manager shall consult on a regular basis with Arts & Venues on a wide variety of security related concerns, and shall make ongoing recommendations to Arts & Venues on best practices for venue security. Additionally, the Account Manager shall be available to meet with Arts & Venues, the City, and various other stakeholders to participate in periodic security assessments. The Account Manager shall periodically review emergency procedures and shall keep all related emergency preparedness files up to date. The Account Manager shall coordinate activities with DPD, DFD, and other Emergency Responders as needed. The Account Manager shall be available to conduct fire and other safety drills as needed.