

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “CITY”), and **INGRAM LIBRARY SERVICES, INC.**, a Tennessee business authorized to do business in Colorado, whose addresses are PO Box 277616, Atlanta, GA 30384-7616 and One Ingram Blvd., La Vergne, TN 37086 (the “VENDOR”).

### RECITALS:

**WHEREAS**, the City and the Contractor entered into an Agreement on December 27, 2011, and an Amendatory Agreement on March 7, 2012 to provide book purchasing, processing and cataloging services for the Denver Public Library; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term and increase the maximum amount of the contract.

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

1. Article 3 of the Agreement entitled **Term** is hereby amended to read as follows:

“**3. Term**: The term of the Agreement is from **September 1, 2011 through December 31, 2013.**”

2. That Article **4.A. Compensation and Payment** of the Agreement is hereby amended to read:

“**A. Fee**: The fee for the services described in the SOW is **\$5,945,000.00 (Five Million, Nine Hundred Forty Five Thousand Dollars)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule in the budget.”

3. That Article **4.D. Maximum Contract Liability** of Article IV **Compensation and Payment** of the Agreement is hereby amended to read:

“**D. Maximum Contract Liability**:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess

of the sum of **\$5,945,000.00 (Five Million, Nine Hundred Forty Five Thousand Dollars)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.

(ii) 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 for the purpose the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

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**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: BOOKS-201103203-02

Contractor Name: INGRAM LIBRARY SERVICES

By: 

Name: Daniel S. Sheehan  
(please print)

Title: Vice President and General Manager  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

