

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ACCELA, INC.**, a California corporation whose address is 2633 Camino Ramon, Suite 120, San Ramon, California 94583 (the “Contractor” or “Accela”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 7, 2018, and an Amendatory Agreement dated May 19, 2021, to provide support for the Accela permitting application (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 2 of the Agreement, titled “**TERM**,” is amended to read as follows:

“2. **TERM**: The term of this Agreement shall commence on August 1, 2018, and shall terminate on June 30, 2027, unless earlier terminated in accordance with the Agreement.”

2. Subsection 3(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by Accela under the terms of this Agreement for any amount in excess of Six Million Dollars (\$6,000,000.00) (the “Maximum Contract Amount”). Accela acknowledges that the City is not obligated to execute an agreement or an amendment to Accela for any further services and that any services performed by Accela beyond that agreed by the Parties in signed writing are performed at Accela’s risk and without authorization under this Agreement.”

3. Section 9 of the Agreement, titled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“9. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

4. Section 25 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: TECHS-202266120-02 (TECHS-201843128-00)
Contractor Name: ACCELA INC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202266120-02 (TECHS-201843128-00)
ACCELA INC

By: DocuSigned by:
Aaron Haggarty
A04499D928344D8... _____

Name: Aaron Haggarty
(please print)

Title: CLO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)