

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 **PMAM CORPORATION**, a Texas corporation with its principal place of business located at 5430 LBJ Frwy., Tower 3, Ste 370, Dallas, Texas 75240 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated October 2, 2015, and a First Amendatory Agreement dated October 3, 2018 (collectively, the “Agreement”) to provide the services described in the scope of work (the “Agreement”).

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the Examination of Records.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Article 19 of the Agreement entitled **TERM** is amended to read as follows:

“**19. TERM:** The term of the Agreement is from July 1, 2015 through June 30, 2023.”

2. Article 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Section 20.4.1 entitled “**Maximum Contract Liability**” is amended to read as follows:

“**20. COMPENSATION AND PAYMENT:**

20.4 Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,150,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an 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.”

3. Article 23 of the Agreement entitled **EXAMINATION OF RECORDS** is amended to read as follows:

“**23. EXAMINATION OF RECORDS AND AUDITS:** 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 PMAM

Corporation's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. PMAM Corporation 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 the 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 to make disclosures in violation of state or federal privacy laws. PMAM Corporation shall at all times comply with D.R.M.C. 20-276.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be 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: EXCIS-202056046-02
Contractor Name: PMAM CORPORATION

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:

EXCIS-202056046-02
PMAM CORPORATION

By: DocuSigned by:
Pankaj Kumar
3416D80AF70A491...

Name: Pankaj Kumar
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)