

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into, effective as of the date set forth on the City's signature page ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **THE MOUTY GROUP LLC**, a Colorado limited liability company whose address is 10063 Blue Mesa Drive, Littleton, Colorado 80125 ("**Contractor**"), who shall be individually referred to herein as a "Party" and jointly as the "Parties".

### WITNESSETH:

**WHEREAS**, the Parties entered into an agreement dated October 27, 2016 and an Amendatory Agreement dated December 5, 2017, to provide Unified Summons & Complaint support (US&C), Integrated Traffic Ticketing (ITT), Mobile Fingerprint, Electronic Warrants, and other Projects and services as assigned by the Department of Safety ("**Agreement**"); and

**WHEREAS**, the Parties desire to update the Scope of Services, extend the Term, and increase the Maximum Contract Amount.

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

1. All references to **Exhibits A and A-1** in the existing Agreement shall be amended to read "**Exhibits A, A-1 and A-2** as applicable". The Scope of Services and the schedule and rates marked as **Exhibit A-2** is attached hereto and incorporated by this reference.

2. Article 2 of the Agreement entitled "**TERM**" is hereby amended as follows:

"2. **TERM**: The term of the Agreement is from the November 1, 2016 until December 31, 2019, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the tasks specified in **Exhibit A, A-1 and A-2** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). The Agreement may be renewed for up to one (1) additional one (1) year extensions, upon the mutual agreement of the Parties and execution of one or more amendatory agreement(s) to this Agreement. Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement."

3. Article 3. A. of the Agreement entitled "**Maximum Contract Amount**" is hereby amended as follows:

"3. **COMPENSATION AND PAYMENT**:

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **SIX HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED TWENTY DOLLARS AND 00/100 CENTS (\$672,120.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

**4.** Except 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.

**[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-201630777-02

**Contractor Name:** THE MOUTY GROUP LLC

By: Jim Mouty 11-21-2018

Name: Brian Mouty  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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



## Exhibit A-2

### I. DESCRIPTION OF NATURE AND SCOPE OF PROJECT

#### A. Unified Summons and Complaint (US&C) support

Management and coordination for the continuous improvement efforts for the US&C Project. These efforts will include managing requirements, solution design, build, pilot and implementation of improvement projects as determined by the Integrated Criminal Justice (ICJ) Steering Committee and directed by the Deputy Director of Safety.

#### B. Integrated Traffic Ticketing (ITT)

Project Manager of the ITT project, coordinating all systems and partners. Leverage the infrastructure of the Unified Summons and Complaint (US&C) architecture. Manage the build, pilot and implementation of the solution.

#### C. Mobile Fingerprint

Will provide project management support, expertise and assistance by facilitating progress, managing tasks, mitigating issues and communicating status for the implementation of a mobile fingerprinting solution.

#### D. Electronic Warrants

Provide subject matter expertise on the Electronic Warrants project. Connecting the business needs to the technology platform. Leverage the infrastructure of the Unified Summons and Complaint architecture.

#### E. Other Projects as Assigned

Management and coordination of additional project as requested by the Department of Safety.

### II. RATES

Billing Rate: \$120/hour

Billing will occur monthly at an hourly rate as defined above. Total cost will not exceed \$216,000 unless agreed upon by both parties.

### III. START DATE: 11/01/2016

TERMINATION DATE: 12/31/2019

### IV. Company Information

The Mouty Group LLC  
10063 Blue Mesa Dr.  
Littleton CO 80125  
303-941-8496  
FEIN = 84-1550807  
bmouty@moutygroup.com