

## SECOND AMENDATORY AGREEMENT

**THIS SECOND 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 **BAYAUD PAYROLL SERVICES, LLC**, a Colorado limited liability company, with an address of 333 West Bayaud Avenue, Denver, Colorado 80223 (the "Contractor"), collectively "the parties".

### RECITALS:

**A.** The City retained the Contractor by an Agreement dated April 10, 2012, as amended by an Amendatory Agreement dated December 19, 2012, to provide comprehensive payroll services concerning employment and training programs administered under the youth employment programs administered by the Office of Economic Development, Division of Workforce Development (together, the "Agreement"); and

**B.** The parties now desire to modify the Agreement to extend the term for an additional six months and increase the total amount of compensation to be provided for services satisfactorily performed during such extended term;

**NOW THEREFORE**, the parties agree as follows:

**1.** Effective as of the date of execution written below on the City's signature page, the compensation to be provided under the Agreement will be paid in accordance with the budget marked as "Exhibit B-2" attached hereto and incorporated herein by this reference. Any references to Exhibit B and B-1..." in the Agreement shall be amended to read "Exhibit B, B-1, and Exhibit B-2..." as applicable. Effective as of the date of execution written below on the City's signature page, Exhibit B-2 hereby supersedes and replaces in its entirety Exhibit B-1 and Exhibit B-1 will have no further force or effect.

**2.** Article 4 of the Agreement, entitled "**TERM**", is hereby amended to read as follows:

"**4. TERM:** The term of this Agreement is from March 19, 2012, to December 31, 2013."

**3.** Subparagraph E. of Paragraph 5 of the Agreement, entitled "**Fees and Expenses**", is hereby amended to read as follows:

**“E. Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **One Million Twenty Thousand Four Hundred Forty Two and 00/100 Dollars (\$1,020,422.00)** (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.

The City’s payment obligation, whether direct or contingent, extends only to funds received and budgeted for the Program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

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

**5.** This Second Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

**6.** 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.

**END**

**SIGNATURE PAGES AND EXHIBIT B-2 FOLLOW THIS PAGE**

**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: OEDEV-201204780-02

Contractor Name: BAYAUD PAYROLL SERVICES LLC

By: David E. Henninger

Name: David E. Henninger  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



Contractor/Project: **BAYAUD PAYROLL SERVICES, LLC**  
 Contract Dates: **5/1/12 - 12/31/13**  
 Title Code: **PAYROLL SERVICES**  
 Date Prepared: **05/21/13**  
 Program Year: **2012 - 2013**

<b>PROGRAM OPERATION</b>	<b>Original Budget</b>	<b>Modification</b>	<b>Total</b>
<b>BTW/GF Youth</b>	\$ 80,830.00		
(\$7.70 to \$10.00 an hour)			
Admin fee 8.5%	\$ 6,870.55		
FICA 7.65%	\$ 6,183.50		
Worker's Comp 8.00%	\$ 6,466.40		
<b>BTW Youth Stipends</b>			
Week One Training Stipend	\$5,000		
(\$100 per youth)			
Week Two Completion	\$5,000		
(\$100 per youth)			
Admin Fee 5.00%	\$500		
<b>BTW Saving See Funds</b>			
Stipends (\$50 seed/\$200 comp)	\$12,500.00		
Ongoing Participation	\$5,000.00		
(\$25 per youth for 4events)			
Admin Fee 5.00%	\$875.00		
<b>BTW TOTAL:</b>	<b>\$ 129,225.45</b>		
<b>WIA Youth Wages</b>	\$ 161,095.45		
(\$7.70 to \$10.00 an hour)			
<b>Admin/Fringe Fee:</b>			
Admin fee 8.5% is based on gross	\$ 13,693.11		
wages paid to participants			
FICA 7.65%	\$ 12,323.80		
Worker's Comp 8.00%	\$ 12,887.64		
<b>WIA TOTAL:</b>	<b>\$ 200,000.00</b>		
<b>GF Youth Wages</b>	\$ 83,971.00		
(\$7.70 to \$10.00 an hour)			
<b>Admin/Fringe Fee:</b>			
Admin fee 8.5% is based on gross	\$ 7,137.54		
wages paid to participants			
FICA 7.65%	\$ 6,423.78		
Worker's Comp 8.00%	\$ 6,717.68		
<b>GF Youth Stipends</b>	\$ 15,000.00		
Admin Fee 5.00%	\$ 750.00		
<b>GF TOTAL</b>	<b>\$ 120,000.00</b>		
<b>Potential for expansion</b>	\$140,775.00		
<b>SUB-TOTAL (PAGE 1)</b>	<b>\$590,000.00</b>		

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 Program Year: **2012 - 2013**

<b>PROGRAM OPERATION</b>	<b>Original Budget</b>	<b>Modification</b>	<b>Total</b>
<b>Female Ex-Offender Grant (FEXO)</b>	<b>\$185,600.00</b>		
(\$10.00 an hour)			
<b>Admin/Fringe Fee:</b>			
Admin fee 8.5% is based on gross	\$15,776.00		
wages paid to participants			
FICA 7.65%	\$14,198		
Worker's Comp 8.00%	\$14,848		
<b>FEXO TOTAL</b>	<b>\$230,422</b>		
<b>Denver Human Services (DHS)</b>			
<b>MILL LEVY FUNDS</b>			
<b>Participant Wages (119 people)</b>	<b>\$151,700</b>		
<b>Admin/Fringe Fee:</b>			
Admin fee 8.5% is based on gross	\$17,000.00		
wages paid to participants			
FICA 7.65%	\$15,300.00		
Worker's Comp 8.00%	\$16,000.00		
<b>MILL LEVY TOTAL</b>	<b>\$200,000</b>		
<b>TOTAL</b>	<b>\$430,422</b>		
SUB TOTAL - (PAGE 1)	\$590,000.00		
<b>Program Operation Total Budget</b>	<b>\$1,020,422.00</b>		