

## 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 **WEST METRO FIRE PROTECTION DISTRICT**, a fire protection district and political subdivision of the State of Colorado, with offices located at 433 South Allison Parkway, Lakewood, Colorado 80226 ("West Metro").

### WITNESSETH:

**WHEREAS**, the City and West Metro entered into an Agreement dated April 6, 2010, relating to fire protection, emergency medical, rescue and ambulance services at Red Rocks Amphitheatre (the "Agreement"); and

**WHEREAS**, the City and West Metro previously amended the Agreement, pursuant to a Third Amendatory Agreement dated May 4, 2012. This Third Amendatory Agreement should have been titled the First Amendatory Agreement. This amendment also erroneously listed previous amendments from a different contract, provided an incorrect term, and incorrectly numbered the amended paragraph numbers.

**WHEREAS**, the City and West Metro wish to provide for additional compensation to West Metro and correct the term and appropriate paragraph numbers of the Agreement;

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

**1.** Subparagraph A of Paragraph III of the Agreement, entitled "**PAYMENT**", is hereby amended to read as follows:

"A. The City agrees to pay West Metro, and West Metro agrees to accept as full and total compensation for the services provided under this Agreement, a fee at a rate of Forty-five Dollars (\$45.00) per hour per paramedic, plus One Hundred Dollars (\$100.00) per event."

**2.** Subparagraph C of Paragraph III of the Agreement, entitled "**PAYMENT**", is hereby amended to read as follows:

"C. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by West Metro under the terms of this Agreement for any amount in excess of the sum of \$635,500.00. West Metro acknowledges that the City is not obligated to execute an agreement or an amendment with West Metro for any further phase of work other than the work described herein, and that any work performed by West Metro beyond that specifically described is performed at West Metro's risk and without authorization under this Agreement. 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 of the Agreement and paid into the Treasury of the City. West Metro acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

3. Paragraph IV of the Agreement, entitled “**TERM AND TERMINATION,**” is hereby amended to read as follows:

“**IV. TERM AND TERMINATION.** This Agreement shall commence on May 1, 2010 and shall terminate April 30, 2014. This Agreement may be terminated by West Metro or the City upon thirty (30) days written notice.”

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

**(Remainder of page intentionally left blank)**

**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 \_\_\_\_\_

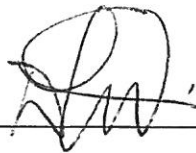
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: THTRS-CE03034-02

Contractor Name: WEST METRO FIRE PROTECTION DISTRICT

By: 

Name: D. LOMBARDI  
(please print)

Title: FIRE CHIEF  
(please print)

ATTEST: [if required]

By: 

Name: KIM L. Brewer  
(please print)

Title: Executive Assistant  
(please print)

