SECOND AMENDATORY AGREEMENT

TH	IIS SECOND AMENDATORY AGREEMENT is made and entered into this day
of	, 2011, by and between the CITY AND COUNTY OF DENVER, a
municipal	corporation of the State of Colorado (the "City"), and AVRIO GROUP
SURVEIL	LANCE SOLUTIONS, LLC, a Delaware limited liability company registered to do
business in	n Colorado, whose address is 8 South West Street, Suite 101, Easton, MD 21601
("Vendor")) and collectively with the City, the ("Parties").

WITNESSETH:

WHEREAS, the City and the Vendor entered into an Agreement dated May 19, 2009 and amended on July 20, 2010, relating to redeployment and installation of cameras for the H.A.L.O and Secure Our Schools project (the "Agreement") which constituted Phases I and II; and

WHEREAS, the City and the Vendor wish to amend the Agreement to add an additional installation phase to the Agreement by the inclusion of Exhibit A-2 to the Scope of Work, to increase the compensation to the Vendor and include other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, and incorporating the preceding clauses as part of the Agreement, the Parties agree as follows:

- 1. Article 4 is hereby amended to read in its entirety as follows:
- "4. <u>TERM</u>: Unless earlier terminated as provided herein, the term of the Agreement is from January 31, 2009 through March 31, 2012."
- 2. Articles 5(A) and 5(E)(i) of the Agreement entitled "Fee" and "Maximum Contract Liability" are hereby amended to read as follows:

"5. Compensation and Payment:

A. <u>Fee</u>: The Vendor's sole compensation for its services rendered and costs incurred under the Agreement may not exceed the amounts set forth in **Exhibit A**, **Exhibit A-1** and **Exhibit A-2**.

E. <u>Maximum Contract Liability</u>:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for Services rendered and expenses incurred by Vendor with respect to any SOW or Phase of services or products for any amount in excess of the sum of One Million One Hundred Seventy Six Thousand Seven Hundred Sixty Nine Dollars and Seventy

Five Cents (\$1,176,769.75). The Parties acknowledge and agree that such limitation shall not apply to any additional SOWs for any subsequent Projects, Services or Equipment agreed to in writing by the Parties after the date hereof. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement."

3. Paragraph 37 is hereby added to the Agreement which reads as follows:

37. <u>ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:</u>

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 4. All references in the Agreement to Exhibit A are amended to read Exhibits A, A-1 and A-2 respectively.
- 5. This Second Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
 - 6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendatory Agreement as of the day and year first written above.

ATTEST:	CITY AND COUNTY OF DENVER:			
By:	By:M A Y O R			
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver	MAYOR			
,	RECOMMENDED AND APPROVED:			
	By: Manager of Safety			
	By: Dearth and Toll			
	Chief of Police			
get , some .	By: Chief Information Officer			
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:			
DAVID R. FINE, Attorney for the	By:			
City and County of Denver	Manager of Finance Contract Control No. GE82165(2)			
Ву:	Ву:			
Assistant City Attorney	Auditor			
	"CITY"			
	AVRIO GROUP SURVEILLANCE			
	SOLUTIONS, LLC Taxpayer (IRS) I.D. No. 26-3966298			
	By:			
	Name: Days Greens			
	Title: Pusilet			
	"VENDOR"			

EXHIBIT A-2 – SCOPE OF WORK



Avrio Group Surveillance Solutions, LLC

Quate #:

0101910-DEN Expiration Date: 12/24/2010

Lt. Emie Martinez

Denver Police Department

1333 Cherokee St Denver, Colorado

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				Subtotal	\$ 34,171.85
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				Tatal	\$ 34,171.85

Scope of Work: Install repeaters on Phase 3 backhaul on Colfax Install Palecams at Race / Colfax, and Josephine and Colfax Avenue Verify and Document System additions, pole #'s to be determined Later

Avric Group Surveillance Solutions, LLC 8.5. West St. Suite 101, Easton, MD 21501 Phone (410),820-7334 Fox (410) 320-4304 ali proombili avrogroup com



Avrio Group Surveillance Solutions, LLC

Date:

09-Nov-10

Quote #:

0101910-DEN3

Expiration Date:

12/24/2010

To:

Lt. Ernie Martinez

Denver Police Department

1333 Cherokee St

Denver, Colorado

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Subtotal \$ 118,204,90

Sales Tax

Total \$ 118,204.90

Scope of Work:

Installation of Polecams and repeaters as shown in Diagram Installation of backhaul from 1755 to CAMI location, UPS included Repeater 1 is replaced with Camera for viewing canal area Verify and Document System additions

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