

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **HSS INC.**, a Colorado corporation, doing business at 990 S. Broadway, Suite 100, Denver, Colorado 80209 (the “Contractor”), jointly “the parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 3, 2015, and an Amendatory Agreement dated December 4, 2018, to provide security personnel services to the City, collectively the (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Contractor.

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

1. Article 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“**4. TERM:** The Agreement will commence on January 1, 2016, and will expire on December 31, 2020 (the “Term”).

2. Article 5. d. (1) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Maximum Contract Amount**” is amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-NINE MILLION DOLLARS** (\$29,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by Contractor beyond that specifically described in **Exhibit A and A-1**. Any services performed beyond those in Exhibit A and A-1 are performed at Contractor’s risk and without authorization under the Agreement.”

3. Article 7.a. of the Agreement entitled “**TERMINATION**” is amended to read as follows:

“**7. TERMINATION:**

- a. The City has the right to terminate the Agreement with cause upon written

notice effective immediately, and without cause upon ninety (90) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

4. A new Section 41 is hereby added to the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**”.

41. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

6. This Second Amendatory Agreement is not 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: GENRL-201951758-02 [Alfresco - 201524822-02]
Contractor Name: HSS INC

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:

GENRL-201951758-02 [Alfresco - 201524822-02]
HSS INC

By:  _____
33257DE6ED7245A...

Name: Kirsten Benefiel
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)