

**SECOND AMENDMENT TO AGREEMENT
WITH STERLING INFOSYSTEMS, INC.**

This **SECOND AMENDMENT TO AGREEMENT WITH STERLING INFOSYSTEMS, INC.**, 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 **STERLING INFOSYSTEMS, INC.**, a Delaware corporation, registered to conduct business in Colorado, whose address is P.O. Box 35626, Newark, New Jersey 07193-5626 (the “Contractor”), collectively the “Parties”.

RECITALS:

A. The Parties entered into an Agreement dated December 23, 2021 and a First Amendment dated January 12, 2023, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth in the Agreement.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update and remove paragraph 19-No Employment of Workers without Authorization, add paragraph 35-Compliance with Denver Wage Laws.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection **d.** entitled “**Maximum Contract Amount:**”, subparagraph (1) is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,300,000.00)** (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.”

2. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. [RESCINDED.]”

3. Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement as follows:

“35. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, all applicable rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.”

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

5. This Second Amendment to Agreement with Sterling Infosystems, Inc., 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.

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Contract Control Number: CSAHR-202475651-02/CSAHR-202160650-02
Contractor Name: STERLING INFOSYSTEMS, 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

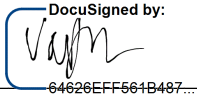
By:

By:

By:

Contract Control Number:
Contractor Name:

CSAHR-202475651-02/CSAHR-202160650-02
STERLING INFOSYSTEMS, INC.

By:  _____
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Name: Val Poltorak
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)