

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the "**City**"), and **BBH MANAGEMENT SOLUTIONS, LLC**, a Colorado Limited Liability Company with its principal place of business located at 600 17th St, Suite 2800 South, Denver, CO, 80202 (the "**Consultant**"). The City and Consultant are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement dated **March 2, 2018**, and an Amendatory Agreement dated **March 11, 2021** regarding a range of professional services including project management support and/or staff augmentation (collectively, the "Agreement");

WHEREAS, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, as well as add and/or revise certain references in the Agreement;

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

1. Article 4.01 of the Agreement sub-titled "**Term**" under the major heading of "**TERM AND TERMINATION**" is hereby amended in its entirety by deleting it and replacing it with the following:

"4.01.Term. The term of this Agreement shall commence on **March 2, 2018**, and will expire on **March 1, 2024** (the "Term"), unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The City

may in its sole discretion decide to extend this Agreement by written amendment.”

2. Article 6.06 of the Agreement sub-titled “**No Discrimination in Employment**” is hereby amended in its entirety by deleting it and replacing it with the following:

“6.06 No Discrimination in Employment (City Executive Order No. 8): In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

3. Article 6.19 of the Agreement entitled “**No Employment of Illegal Aliens to Perform Work Under the Agreement**” is hereby amended by deleting it in its entirety and replacing it with the following:

“6.19.No Employment of a Worker Without Authorization to Perform Under the Agreement:

a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b) The Consultant certifies that:

1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

2. It will confirm the employment eligibility of all employees who are newly hired for employment to perform

work under this Agreement.

3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

4. It is prohibited from using work authorization confirmation procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements regarding work authorization confirmations, all program requirements related to employee notification, and preservation of employee rights.

5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment or the City Auditor, under authority of D.R.M.C. 20-90.3.

c) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification

Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.”

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

5. 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 City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202366538-02[201839342-02]
Contractor Name: BBH Management Solutions, LLC

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:

DOTI-202366538-02[201839342-02]
BBH Management Solutions, LLC

By: DocuSigned by:
Brett Hahnenkamp
CTB50FDE04B344F... _____

Name: Brett Hahnenkamp
(please print)

Title: President and Managing Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)