

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ALL AMERICAN RECORDS MANAGEMENT, INC.**, a Colorado corporation, whose address is 15580 E Hinsdale Cir, Centennial, CO 80112 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 5, 2023, for the purchase of citywide records management services (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Subsection 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) (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 the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

2. Effective upon execution, a new Subsection 36.10, titled “**PII Access Restrictions**,” is hereby added to the Agreement and shall read as follows:

“**36.10. PII Access Restrictions:** As required by D.R.M.C. § 28-251 and Colo. Rev. Stat. § 24-74-102 et seq., the Contractor shall not collect or disseminate individually identifiable information regarding national origin, immigration status, or citizenship status except as expressly required by applicable law. The Contractor, including its employees, agents, and subcontractors, shall not share any PII with third parties for purposes of investigating, participating in, cooperating with, or assisting federal immigration enforcement. If the Contractor is granted direct access to any City database or automated network containing personally identifiable information (PII), the Contractor shall annually complete and submit a certification, provided by the City, on behalf of itself and its employees. This obligation shall remain in effect for as long as the Contractor maintains such access. If the Contractor engages any subcontractors that require direct access to City databases or automated networks containing PII, the Contractor shall ensure that each such subcontractor also executes and delivers the certification to the City annually for the duration of their access.”

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

4. This 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.

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Contract Control Number: TECHS-202683550-01 (202369046-01)
Contractor Name: ALL AMERICAN RECORDS MANAGEMENT, 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:

TECHS-202683550-01 (202369046-01)
ALL AMERICAN RECORDS MANAGEMENT, INC.

By: 
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Name: Grant Eckhardt
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)