

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SECURITAS SECURITY SERVICES USA, INC.**, a Delaware corporation doing business at 9 Campus Drive, Parsippany, NJ 07054 (the “Contractor” or “Sub-Awardee”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated June 29, 2020, a First Amendatory Agreement dated October 8, 2020, a Second Amendatory Agreement dated December 9, 2020, and a Third Amendatory Agreement dated January 25, 201(collectively, the “Agreement”) to provide the products and/or services required by the Agreement.

B. The Parties wish to amend the Agreement to extend the term, and increase the maximum contract amount, update No Discrimination In Employment clause, and No Employment Of Illegal Aliens To Perform Work Under The Agreement clause.

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

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2, A-3, and A-4 as applicable...”. The attached Exhibit A-4 is incorporated herein.

2. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“3 **TERM**: The Agreement will commence on June 15, 2020 and will expire on December 31, 2021 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-paragraph d(1) entitled “**Maximum Contract Amount**” is amended to read as follows:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TEN MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND FIVE DOLLARS AND NO CENTS (\$10,378,005.00) (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 Sub-Awardee beyond that specifically described in **Exhibit A** through **A-4**. Any services performed beyond those in **Exhibit A** through **A-4**, or as directed by Director in writing, are performed at the Sub-Awardee's risk and without authorization under the Agreement."

4. Section 19 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby deleted in its entirety and replaced with:

"19 NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK 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 Contractor 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 participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and 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 Contractor 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 the E-Verify Program 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 related to use of the E-Verify Program including, by way of example, 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 Contractor 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 under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.”

5. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.”

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

7. This Fourth Amendatory Agreement 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: HOST-202159869-04/ GENRL-202054849-04
Contractor Name: SECURITAS SECURITY SERVICES USA 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:

HOST-202159869-04/ GENRL-202054849-04
SECURITAS SECURITY SERVICES USA INC

By: DocuSigned by:
Christopher George
3DB414359B1E415... _____

Name: Christopher George
(please print)

Title: Area Vice Preseident
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Scope of Work
Securitas Security Services USA, INC.
Exhibit A-4
HOST 202159869-04

Post includes:

1. Provide visual presence of security by remaining active and alert to client activity
2. Provide support to City and County of Denver (CCD) and Colorado Coalition for the Homeless (CCH) with daily client needs by providing general customer service such as answering questions and providing directional assistance
3. Patrols done twice an hour in hallways, general indoor and outdoor premises, smoking areas, stairwells and exit doors when applicable of all hotels/motels to ensure safety of guests and staff
4. Help support CCH & CCH staff manage lobby milieu by helping to enforce facility rules and regulations by gently reminding guests of the rules such as “please wear your mask” and “please keep six feet distance.”
5. Accompany CCD and/or CCH staff to perform wellness checks with clients
6. Assist with escalated guests or any other situation where a security presence is needed
7. Generally, maintain visibility at all times and inform CCD & CCH staff of any noted concerns
8. Observe and report prohibited or illicit activities
9. Conduct bag checks at main entrance for designated prohibited items (weapons, alcohol)
– NO TOUCH

Exclusions:

1. Providing wellness test related activities
2. Providing medical response
3. Using physical force with clients unless there is imminent danger to one’s life

Service Start Date: Contract extension July 1, 2021 through December 31, 2021

The schedule for each facility will be determined by the Contractor and the Denver Security Office.

Scope of Work
Securitas Security Services USA, INC.
Exhibit A-4
HOST 202159869-04

Exhibit B – Billing Rates

Schedule of Personnel Billing Rates

Contractor: Securitas Security Services USA, Inc.

The contractor may copy this page or modify it to conform to the services being offered.

PERSONNEL CLASSIFICATION	ALL INCLUSIVE BILLING RATE PER HOUR
<u>Armed Agent Level 1</u>	\$ <u>87.55</u>
<u>Armed Agent Level 2</u>	\$ _____
<u>Armed Agent Level 3</u>	\$ _____
<u>Armed Agent Supervisor Level 1</u>	\$ _____
<u>Armed Agent Supervisor Level 2</u>	\$ _____
<u>Armed Agent Supervisor Level 3</u>	\$ _____
<u>Unarmed Agent Level 1</u>	\$ <u>34.75</u>
<u>Unarmed Agent Level 2</u>	\$ _____
<u>Unarmed Agent Level 3</u>	\$ _____
<u>Supervisor Level 1</u>	\$ <u>42.65</u>
<u>Supervisor Level 2</u>	\$ _____
<u>Supervisor Level 3</u>	\$ _____
<u>Assistant Supervisor Level 1</u>	\$ _____
<u>Assistant Supervisor Level 2</u>	\$ _____
<u>Assistant Supervisor Level 3</u>	\$ _____
Other(s) (please list individually below)	
_____	\$ _____
_____	\$ _____
<u>Materials Markup Rate</u>	<u>25</u> %

*All Inclusive Billing Rate per Hour is the rate in which the Contractor bills the City for services and includes the Contractor's overhead and profit.