

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER** and **PROPIO LS LLC**.

RECITALS:

A. The Parties entered into an Agreement dated October 26, 2022, and an Assignment, Assumption and Amendatory Agreement dated June 5, 2024 (collectively, the “Agreement”), to undertake, perform, and complete over-the-phone video remote interpretation services as further set forth in the Agreement, to the City’s satisfaction; and

B. The Parties now wish to amend the Agreement to extend the Term and increase the Maximum Contract Amount.

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

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

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

3. TERM: The Agreement will commence on November 1, 2022, and will expire, unless sooner terminated, on October 31, 2026 (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 will extend until the work is completed or earlier terminated by the Executive Director. The Term may be extended on the same terms and conditions, for one additional one (1) year term, upon a written amendment to this Agreement prior to the expiration of the current term.”

3. In Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.5, entitled “**Maximum Contract Amount**”, Paragraph 4.5.1 is amended to read as follows:

4.5.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under the Agreement.”

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

5. This Second 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

GENRL-202577743-02 [GENRL-202264526-02]
PROPIO LS 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

GENRL-202577743-02 [GENRL-202264526-02]
PROPIO LS LLC

By:  AT1122C76DF28401...

Name: Christopher Pesce
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)