

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

(“Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SOFTBALL IN DENVER, INC.**, a Colorado corporation, whose address is 1387 South Inca Street, Denver, Colorado 80223 (the “Contractor”), jointly referred to as the “Parties”.

WHEREAS, the Parties entered into an agreement dated October 6, 2009, as amended November 20, 2009 (City Clerk No. 09-973) (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term, increase the maximum contract amount, include a new provision on illegal aliens, and allow for the City’s execution of this Amendment by electronic signatures; and

In consideration of the mutual agreements contained in the Amendment, and subject to the terms and conditions stated in the Amendment, the Parties agree as follows:

A. Section 2 of the Agreement is hereby amended to read as follows:

2. **TERM:** The term of the Agreement is from the Effective Date of this Agreement (October 6, 2009) to December 31, 2013, unless terminated earlier as provided in this Agreement.

B. Section 3.A. of the Agreement is hereby amended to read as follows:

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for its services rendered and costs incurred (including all “out-of-pocket” expenses) during the term of this Agreement a sum not to exceed Five Hundred Sixty-Two Thousand Five Hundred Dollars (\$562,500.00) (“Maximum Contract Amount”). Monthly payments shall be made to the Contractor in accordance with the services actually officiated under the Scope of Services as set out in **Exhibit A** and the rates and schedule specified in **Exhibit B** (as replaced in the November 20, 2009 Amendment). Monthly invoices submitted by the Contractor must fully document the date, type, and number of sporting events officiated and the number of officials provided and must be approved by the Manager in writing in order to be eligible for compensation under this Agreement.

C. Section 29 of the Agreement is hereby amended to read as follows:

29. **NO EMPLOYMENT OF ILLEGAL ALIENS:**

09-973-B

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 an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor 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 Contractor 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 Contractor from submitting bids or proposals for future contracts with the City.

D. A new Section 38 is added to the Agreement:

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

E. Except as herein amended, the Agreement is affirmed and ratified in each and every particular and remains in full force and effect.

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Contract Control Number: CE93039

Vendor Name: Softball in Denver, 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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____


By _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE93039

Vendor Name: Softball in Denver, Inc.

By: 

Name: ERNEST PEREZ
(please print)

Title: PRESIDENT, SOFTBALL in Denver
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

