



AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LEXISNEXIS RISK SOLUTIONS FL INC.**, (“LNRSL”), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and the City and County of Denver, also identified in the LexisNexis Risk Solutions Government Application (“Customer” or “City”), each individually referred to as the “Party” and collectively as the “Parties.” These Master Terms govern the provision of the LN Services (as defined below) by LNRSL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as “LN”).

WHEREAS, the Parties entered into an Agreement dated June 10, 2020 (the Agreement) to provide public records information services and investigative database access for Denver.

WHEREAS, the Parties wish to amend the Agreement to increase the Maximum Agreement Amount and to make such other amendments as are herein set forth.

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

1. Paragraph 31 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended to read it as follows:

“**31. COMPENSATION AND PAYEMENT:** The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance. Invoicing: LN must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance. 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 Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by LN beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at LN’s risk and without authorization under the Agreement. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement.

The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

2. Paragraph 34 of the agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

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

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

4. This 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

SAFTY-202263588-01 / Parent SAFTY-201952993-01
LEXISNEXIS RISK SOLUTIONS FL 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:

SAFTY-202263588-01 / Parent SAFTY-201952993-01
LEXISNEXIS RISK SOLUTIONS FL INC

By: _____

Name: Haywood Talcove
(please print)

Title: CEO (LNSSI)
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)