

## 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 **ALCOHOL MONITORING SYSTEMS, INC.**, a Delaware Foreign Corporation, with an principle place of business address of 6251 Greenwood Plaza Blvd, Suite 300, Greenwood Village, CO 80111 (the “Contractor”), jointly “the Parties” and individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement dated **February 21, 2022** to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, rescind paragraph 20 - No Employment of a Worker Without Authorization to Perform Work Under the Agreement, update paragraph 23 – No Discrimination in Employment, and add paragraph 40 - Compliance with Denver Wage Laws.

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

**1.** Paragraph 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **February 1, 2022**, and will expire, unless sooner terminated, on **January 31, 2027.**”

**2.** Paragraph 20 of the Agreement, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted in its entirety and replaced with:

“**20. [RESCINDED.]**”

**3.** Paragraph 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**23. 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.”

4. Paragraph 40 of the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**” is hereby added:

“40. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

6. 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 TO FOLLOW]**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202476478-01/SAFTY-202161193-01  
ALCOHOL MONITORING SYSTEMS, 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-202476478-01/SAFTY-202161193-01  
ALCOHOL MONITORING SYSTEMS, INC.

By:  \_\_\_\_\_

Name: John Hennessey  
(please print)

Title: Chief Operating Officer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)