

NINTH AMENDATORY AGREEMENT

This **NINTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STERLING INFOSYSTEMS, INC.**, a Delaware corporation whose address is One State Street, 24th Floor, New York, NY 10004 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated January 1, 2013, a First Amendatory Agreement dated December 6, 2013, a Second Amendatory Agreement dated May 14, 2014, a Third Amendatory Agreement dated November 6, 2014, a Fourth Amendatory Agreement dated April 2, 2015, a Fifth Amendment dated May 13, 2015, a Sixth Amendment dated July 28, 2015, a Seventh Amendment dated November 17, 2015, and an Eight Amendment dated September 19, 2016 (collectively, the “Agreement”) for talent acquisition background checks.

B. The Parties 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. Paragraph 2 of the Agreement entitled **TERM** is amended to read as follows:

“**2. TERM:** The term of the Agreement is from the Effective Date and shall expire at 11:59p.m. on December 31, 2020, or until the Maximum Contract Amount specified in subsection 3.A. below is expended and all of the tasks specified in Exhibit A has been satisfactorily performed, (the “Term”).”

2. Paragraph 3 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph A entitled “**Maximum Contract Amount**” is amended to read as follows:

“**3. COMPENSATION AND PAYMENT:**

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to Consultant shall in no event exceed ONE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND, NINE-HUNDRED and NO/100 DOLLARS (\$1,664,900.00) (the “Maximum Contract Amount”).”

3. This amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

5. This Ninth 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:

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:

By _____

By _____

By _____



Contract Control Number: CSAHR-201310499-09

Contractor Name: STERLING INFOSYSTEMS INC

By: 

Name: John Tighe
(please print)

Title: Vice President, Account Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

