

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT (“Amendatory Agreement”) is entered into by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **UNITED LANGUAGE GROUP, INC.**, a Minnesota Corporation authorized to do business in the State of Colorado, with an address of 1600 Utica Avenue South, Suite 750, Minneapolis, Minnesota 55416 (the “Contractor”), jointly “the parties”.

RECITALS:

A. The City and the Contractor entered into an Agreement dated April 18, 2018, and an Amendment to that Agreement on March 12, 2019 (the “Agreement”).

B. The parties wish to amend the Agreement to increase the maximum amount under the Agreement.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Paragraph 4. D. Entitled “**COMPENSATION AND PAYMENT**” “**Maximum Contract Amount**” is replaced by the following language:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in Exhibit A-1 are performed at Contractor’s risk and without authorization under the Agreement.

(2) 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 this 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. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

3. 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.

End.

Signature pages follow this page.

Contract Control Number: GENRL-202054286-02; ALF: 201840363-02
Contractor Name: United Language Group, 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:

GENRL-202054286-02; ALF: 201840363-02
United Language Group, Inc.

By:  2485368890E04D5...

Name: Aaron Hakenson
(please print)
Title: EVP Global Sales and Marketing
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)