

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ARGANO, LLC**, a Texas limited liability company, successor by acquisition to **BIG COMPASS, LLC**, whose address is 6100 W Plano Parkway, Suite 1800, Plano, Texas 75093 (the “Contractor”), collectively, the “Parties” and individually a “Party.”

**WHEREAS**, the City and Big Compass, LLC entered into an agreement dated March 2, 2023, as previously amended by an Amendatory Agreement dated March 6, 2024, (collectively, the “Agreement”), to assist Technology Services with the Mulesoft application;

**WHEREAS**, effective January 1, 2025, Argano, LLC acquired all assets, rights, and obligations of Big Compass, LLC and has succeeded to all rights and obligations of Big Compass, LLC under the Agreement and desires to continue performance thereunder;

**WHEREAS**, the City acknowledges and consents to the assignment and assumption of the Agreement by Argano, LLC;

**WHEREAS**, the Parties desire to amend the Agreement to reflect the change in contracting entity and to make certain other modifications as set forth herein;

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

1. As of the date of execution of this Second Amendatory Agreement, all references to “Exhibit A” in the Agreement shall now refer to “Exhibits A and A-1,” as applicable to the context. Exhibit A-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibit A and Exhibit A-1, Exhibit A-1 shall control.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on March 1, 2023, and expire, unless sooner terminated, on March 1, 2028.”

3. Subsection 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) (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 the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Subsection 6.1 of the Agreement, titled “**TERMINATION**,” is amended to read as follows:

“The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City. The Contractor may terminate a Statement of Work and/or this Agreement at any time upon sixty (60) days prior written notice to the City. In the event the Contractor exercises this right to terminate, the Contractor shall provide a prorated refund to the City for any prepaid amounts solely for services not yet performed as of the termination date.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Second Amendatory Agreement is not 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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By:

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

TECHS-202579974-02 / TECHS-202366785-02  
ARGANO LLC

By:

Signed by:

  
D7F7F137389545C...

Name:

Jeffrey Curtis  
(please print)

Title:

Group Business Unit President  
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

**EXHIBIT A-1**  
**SCOPE OF WORK**

Resource Role	Location	Hourly Rate
Project Manager	US	\$225
Solution Architect	US	\$275
Technical Lead	US	\$225
Business Analyst	US	\$200
Sr. Developer	US	\$175
Developer	US	\$140

\*\*\*New rates effective March 2, 2026