

SEVENTH AMENDATORY AGREEMENT

This **SEVENTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SECOND CHANCE CENTER, INC.**, a Colorado non-profit corporation, with its principal place of business located at 224 Potomac St. Aurora, Colorado 80011 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an dated March 13, 2018, an Amendatory Agreement dated January 8, 2019, an Amendatory Agreement dated July 7, 2019, a Third Amendatory Agreement dated August 7, 2020, an Amendatory Agreement dated September 27, 2021, a Fifth Amendatory Agreement dated June 7, 2022, and an Amendatory Agreement dated May 24, 2023 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and insert paragraph 38 – Compliance with Denver Wage Laws.

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

1. Section 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM**: The Agreement will commence on **February 1, 2018** and will expire on **June 30, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“**3. COMPENSATION AND PAYMENT**:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the

Agreement the line item amounts set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit A**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED SIXTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$664,000.00)** (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**. Any services performed beyond those in **Exhibit A** 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."

3. Section 38 entitled "**COMPLIANCE WITH DENVER WAGE LAWS**" is hereby inserted into the Agreement and states:

“38. 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.”

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

5. This Seventh 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: SAFTY-202473591-07/ Parent: SAFTY-201840168-07
Contractor Name: Second Chance Center, 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

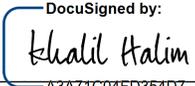
By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-202473591-07/ Parent: SAFTY-201840168-07
Second Chance Center, Inc.

By:  _____
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Name: Khalil Halim
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)