

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 **SOFTBALL IN DENVER, INC.**, a Colorado corporation, with an address of 1360 S., Wadsworth Blvd., Suite 107, Lakewood, CO 80232 (the “**Contractor**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**”.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated February 16, 2023 (the “**Agreement**”), to perform the services and produce all the deliverables described in the Scope of Work.

WHEREAS, the Parties now wish to amend the Agreement to extend the Term and to make such other amendments as are herein set forth.

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

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

“**2. TERM**: The term of the Agreement commences on January 1, 2023 and expires on January 1, 2026 unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”).”

2. Section 29 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 the following:

“**29. INTENTIONALLY OMMITTED.**”

3. A new Section 39 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**39. 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 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: PARKS-202475810 / 202265380-01
Contractor Name: SOFTBALL IN DENVER, 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

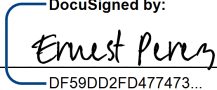
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202475810 / 202265380-01
SOFTBALL IN DENVER, INC.

By:  _____
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Name: Ernest Perez
(please print)

Title: PRESIDENT SOFTBALL IN DENVER President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)