

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 **DIVERSIFIED BODY ACQUISITION, LLC**, a Colorado limited liability company, located at 9551 Willow Ct Commerce City, Colorado, 80640 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 1, 2023 and a First Amendatory Agreement dated April 30, 2025 (the “Agreement”) to perform, and complete all services and produce all deliverables to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and remove references to Exhibit A, the Scope of Work. The City pays market rate for requested services.

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 “**SERVICES TO BE PERFORMED**” is hereby deleted in its entirety and replaced with:

“**2. SERVICES TO BE PERFORMED:**

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all requested services and produce all requested deliverables to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.”

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

“**3. TERM:** The Agreement will commence on June 1, 2023 and will expire on May 31, 2028 (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.”

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“**4. 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 market rate prices for services and deliverables requested.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.

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 **NINE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$950,000.00)** (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 requested by the City. Any services performed beyond those requested by the City 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. The Exhibit List in the Agreement is hereby deleted in its entirety and replaced with:

“Exhibit List

Exhibit A – Omitted.

Exhibit B – Certificate of Insurance.”

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

5. This Amending 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:
Contractor Name:

FIRES-202683577-02 / FIRES-202368451-02
DIVERSIFIED BODY ACQUISITION LLC

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:

FIRES-202683577-02 / FIRES-202368451-02
DIVERSIFIED BODY ACQUISITION LLC

By: _____ 

Name: RICHARD JOHN BROWNING
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____ 

Name: STEVEN HERMAN
(please print)

Title: OWNER
(please print)