

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **RRK ENTERPRISES, INC.**, a Colorado corporation, whose address is 1435 Kokai Cir, Denver, CO 80221 (the “Contractor”), jointly (the “Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 7, 2021 an Amendatory Agreement dated November 14, 2023 and a Second Amendatory Agreement dated November 29, 2025 (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 now wish to amend the Agreement to extend the Term and to increase the Maximum Contract Amount.

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

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

“**3. TERM:** The Agreement will commence on **January 1, 2021**, and will expire, unless sooner terminated, on **March 31, 2027** (the “Term”).”

2. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.1. entitled “**Fee**”, is amended to read as follows:

“**4. COMPENSATION AND PAYMENT**

4.1. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **TWELVE MILLION NINE HUNDRED SEVENTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$12,970,200.00)** for fees from those monies appropriated for the purposes of this Agreement by the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice Community Corrections Contract with the City, and paid thereto into the Treasury of the City. Amounts billed may not exceed rates authorized by the State of Colorado.”

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.4. entitled “**Maximum Contract Amount**”, Subparagraph 4.4.1. is amended to read as follows:

“**4.4. Maximum Contract Amount**

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWELVE MILLION NINE HUNDRED SEVENTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$12,970,200.00)** (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 B**. Any services performed beyond those in **Exhibits A and B** are performed at the Contractor's risk and without authorization under the Agreement."

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

5. This Third 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

SAFTY-202684539-03/ Parent: SAFTY-202056979-03
RRK Enterprises, 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

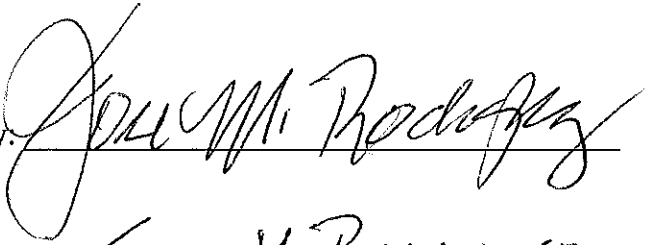
By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-202684539-03/ Parent:SAFTY-202056979-03
RRK Enterprises, Inc.

By: 

Name: JOSE M. RODRIGUEZ
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)