

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 **EIGHT ELEVEN GROUP, LLC**, an Indiana limited liability company doing business as **TECHNICAL YOUTH LLC**, whose address is 8365 Keystone Xing Blvd., Suite 104, Indianapolis, IN 46240 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 29, 2022, for on-call professional information technology services, staff, and training to augment the City’s technical talent and workforce (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

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

“**3. TERM:** The Agreement will commence on September 20, 2022, and will expire, unless sooner terminated, on December 31, 2026 (the “Term”).”

2. 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Section 25 of the Agreement, titled “**PAYMENT OF CITY MINIMUM WAGE**,” is amended to read as follows:

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

5. This 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.

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Contract Control Number: TECHS-202472069-01/TECHS-202264703-01
Contractor Name: Eight Eleven Group, LLC d.b.a. Technical Youth 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:

TECHS-202472069-01/TECHS-202264703-01
Eight Eleven Group, LLC d.b.a. Technical Youth LLC

DocuSigned by:
Alexis Manwaring
43FAB791408E486...
By: _____

Name: Alexis Manwaring
(please print)

Title: alexis manwaring
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)