

AMENDATORY AGREEMENT

THIS AMENDATORY SPECIAL COUNSEL AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **RIDER KAFER, P.C.**, a Colorado Professional Corporation, with its principal place of business located at 1512 Larimer Street, Suite 450, Denver, Colorado 80202 (“Special Counsel” or “Contractor”), collectively “the Parties.”

RECITALS:

WHEREAS, the City and **Morgan Rider Riter Tsai P.C.** entered into an Agreement executed on March 30, 2023 (the “Agreement”) to perform, and complete all the services and produce all the deliverables set forth in the Agreement, to the City’s satisfaction.

WHEREAS, **Morgan Rider Riter Tsai P.C.** has legally changed its name to **Rider Kafer, P.C.**, the Parties now wish to amend the Agreement the legal name of the Contractor, remove worker without authorization language, and add Denver wage law language.

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

1. The Contractor’s name shall be changed to Rider Kafer, P.C. in the Agreement. All references to Morgan Rider Riter Tsai P.C. in this Agreement shall hereafter be amended to read Rider Kafer P.C.

2. Section 22 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby replaced with:

“22. **RESCINDED.**”

3. Effective upon execution Section 40 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added:

“40. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to Special Counsel’s provision of services under this Agreement, Special Counsel 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, Special Counsel expressly acknowledges that Special Counsel is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Special Counsel in connection with this Agreement, 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.

[SIGNATURE PAGES TO FOLLOW]

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Contract Control Number: ATTNY-202366575-01, ATTNY-202475384-01
Contractor Name: Rider Kafer, P.C.

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:

ATTNY-202366575-01, ATTNY-202475384-01
Rider Kafer, P.C.

By: Signed by:
kelly l. kafer
BF946C297B50466..._____

Name: kelly L. Kafer
(please print)

Title: Shareholder/Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)