

## **ASSIGNMENT AND THIRD AMENDATORY AGREEMENT**

**THIS ASSIGNMENT AND THIRD AMENDATORY AGREEMENT** is made between and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"); **HABITAT MANAGEMENT, INC.**, a foreign corporation, with an address of 14 Inverness Drive East, Suite A-100, Englewood, Colorado 80112; and **HMI, LLC**, a Colorado limited liability company, with an address of 14 Inverness Drive East, Suite A-100, Englewood, Colorado 80112. Habitat Management, Inc. and HMI, LLC are jointly referred to herein as "**Contractors**".

### **RECITALS:**

**WHEREAS**, the City and Habitat Management, Inc. previously entered into an agreement executed on or about May 31, 2022 (the "**Agreement**") for the services set forth therein; and

**WHEREAS**, Habitat Management, Inc. subsequently changed its corporate name to HMI, LLC and has registered with the Colorado Secretary of State as a "limited liability company"; and

**WHEREAS**, as a result of the name change, Habitat Management, Inc. has assigned the Agreement to HMI, LLC; and

**WHEREAS**, the City and the Contractors mutually desire to amend the Agreement to reflect the name change and acknowledge and approve of the assignment.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

1. HMI, LLC agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. HMI, LLC also assumes all obligations and liabilities of and all claims against Habitat Management, Inc. under the Agreement as if HMI, LLC was the original party to the Agreement.

2. HMI, LLC ratifies all previous actions taken by Habitat Management, Inc., with respect to the Agreement, with the same force and effect as if the action had been taken by HMI, LLC.

3. The City recognizes HMI, LLC as Habitat Management, Inc.'s successor in interest in and to the Agreement and consents to the assignment of the Agreement from Habitat Management, Inc. to HMI, LLC as if HMI, LLC was the original party to the Agreement.

4. All payments and reimbursement made by the City to Habitat Management, Inc. under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement as to Habitat Management, Inc.

5. The parties hereby acknowledge that the Contractor previously referred to herein as Habitat Management, Inc., shall now be referred to as HMI, LLC, and further the parties hereby agree to assign and transfer all responsibilities and obligations of the Contractor under the Agreement from Habitat Management, Inc. to HMI, LLC. As such, the term "Contractor" shall henceforth, refer to HMI, LLC.

6. The Agreement is hereby amended to add a Paragraph 40, entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", to read as follows:

"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."

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

8. This Assignment and 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.

**Contract Control Number:** PARKS-202580366 / 202262276-03  
**Contractor Name:** HABITAT MANAGEMENT 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-202580366 / 202262276-03  
HABITAT MANAGEMENT INC

By: 

Signed by:



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Name: Anthony Matthews  
(please print)

Title: Executive  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)