

## 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 **RRK ENTERPRISES, INC.**, a Colorado corporation located at 1435 Kokai Cir Denver, Colorado, 80221 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated January 7, 2021 and an Amendatory Agreement on November 14, 2023 (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 wish to amend the Agreement to extend the term, increase the maximum contract amount, and insert paragraph 36 – Compliance With Denver Wage Laws.

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

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

“**3. TERM:** The Agreement will commence on **January 1, 2021** and will expire on **July 31, 2026** (the “Term”). 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.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.1. entitled “**Fee**” is hereby deleted in its entirety and replaced with:

“**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 **ELEVEN MILLION THREE HUNDRED FIFTY THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$11,350,200.00)** 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**” Sub-section 4.4.1 subsumed under the header “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ELEVEN MILLION THREE HUNDRED FIFTY THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$11,350,200.00)** (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 Contractor beyond that specifically described in **Exhibits A and B**. Any services performed beyond those in **Exhibits A and B** are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 36 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby inserted into the Agreement and states:

**“36. 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.”

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

6. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** SAFTY-202580889-02/ Parent: SAFTY-202056979-02  
**Contractor Name:** 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:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** SAFTY-202580889-02/ Parent:SAFTY-202056979-02  
**Contractor Name:** RRK Enterprises, Inc.

DocuSigned by:  
By:   
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Name: Mannie Rodriguez  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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