

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 **RRK ENTERPRISES, INC.**, a Colorado corporation, doing business as **Independence House**, located at 1435 Kokai Circle, Denver, Colorado 80221 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 7, 2021 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Statement of Work and the Basic Operational Requirements of Community Corrections Providers, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the scope of work, update paragraph 20-No Employment of Illegal Aliens to Perform Work Under the Agreement, and update paragraph 23-No Discrimination in Employment.

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 hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **January 1, 2021**, and will expire, unless sooner terminated, on **December 31, 2025**.”

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 of **NINE MILLION SIX HUNDRED THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$9,600,200.00)** 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 entitled “**Maximum Contract Amount**”, part 4.4.1 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 **NINE MILLION SIX HUNDRED THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$9,600,200.00)** (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 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“**20. Reserved.**”

5. Section 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

7. 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.

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Contract Control Number: SAFTY-202369668-01/ Parent: SAFTY-202056979-01
Contractor Name: RRK Enterprises, Inc. dba Independence House, 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-202369668-01/ Parent: SAFTY-202056979-00
RRK Enterprises, Inc. dba Independence House, Inc.

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

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)