

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHEAST TRANSPORTATION CONNECTIONS**, a Colorado Nonprofit Corporation, whose address is 7350 East 29<sup>th</sup> Ave., Suite 204, Denver, CO 80238 (the “**Consultant**”), jointly (“**the Parties**”).

### RECITALS:

**A.** The Parties entered into an Agreement dated September 16, 2021 an Amendatory Agreement dated September 21, 2022 (the “Agreement”) to provide neighborhood transit services.

**B.** The Parties wish to amend the Agreement to increase the Maximum Contract Amount and to make such other amendments herein set forth.

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

1. All references to “...Exhibit A and A-1” in the Agreement shall be amended to read: “...Exhibits A, A-1 and A-2...” as applicable. **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** Subsection d entitled “**Maximum Contract Amount**” Subparagraph (1) is amended to read as follows:

“**d. Maximum Contract Amount:** (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED FOUR THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND SEVENTY-ONE CENTS (\$3,504,820.71)** (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 Consultant beyond that specifically described in **Exhibits A, A-1 and A-2**. Any services performed beyond those in **Exhibits A, A-1 and A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 19 of the Agreement entitled **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT** is hereby deleted in its entirety and replaced with.

“19. INTENTIONALLY OMMITTED.”

4. A new Section 35 entitled “**COMPLAINCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement as follows:

“35. **COMPLAINCE 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 Second 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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**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOTI-202474449-02 [202159514-02]  
**Contractor Name:** Northeast Transportation Connections

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:

\_\_\_\_\_

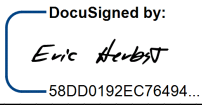
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202474449-02 [202159514-02]  
Northeast Transportation Connections

By:  \_\_\_\_\_  
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Eric Herbst  
Name: \_\_\_\_\_  
(please print)  
Executive Director  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

## Exhibit A-2

### October – December, 2024 Fees and Budget

	Downtowner with a 5% COLA			NETC			Totals		
	Montbello	GES	Total	NETC	Montbello	GES	Total	Total	Downtowner/NETC
October	\$ 56,920.00	\$ 48,170.00	\$105,090.00	NETC	\$ 4,291.66	\$ 4,291.66	\$ 8,583.32	October	\$ 113,673.32
November	\$ 56,920.00	\$ 48,170.00	\$105,090.00	NETC	\$ 4,291.66	\$ 4,291.66	\$ 8,583.32	November	\$ 113,673.32
December	\$ 56,920.00	\$ 48,170.00	\$105,090.00	NETC	\$ 4,291.66	\$ 4,291.66	\$ 8,583.32	December	\$ 113,673.32
	Montbello	GES	Total		Montbello	GES	Total	Total	Downtowner/NETC
<b>Total</b>	\$170,760.00	\$ 144,510.00	\$315,270.00		\$ 12,874.98	\$12,874.98	\$25,749.96		\$ 341,019.96