

### THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made \_\_\_\_\_, 2010 between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **COMMUNITY MEDIATION CONCEPTS**, a not-for-profit corporation with an address of 839 Pendleton Avenue, Longmont, CO 80501, (the "Consultant"), collectively referred to as the Parties.

#### WITNESSETH:

**WHEREAS**, the City and the Consultant previously entered into an agreement dated August 9, 2005 and then amended on November 21, 2006 and on July 15, 2008 (the "Agreement") for the Consultant to design, develop and implement a mediation program for neighborhood conflicts; and

**WHEREAS**, the City and the Contractor wish to amend the Agreement to extend the term and amend the maximum contract amount;

**NOW, THEREFORE**, for valuable consideration the receipt of which is hereby acknowledged and in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

1. That Section 4 of the Agreement entitled "**TERM OF AGREEMENT**" is hereby deleted in its entirety and replaced with the following:

"4. **TERM:** The term of the Agreement shall commence on July 15, 2005 and expire July 14, 2011 unless terminated earlier pursuant to the provisions of this Agreement."

2. Section 6 (C) of the Agreement entitled "**Payment**" is amended to read as follows:

"6. **Payment:**

C. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of **\$597,000.00**. The Consultant acknowledges that the City is not obligated to execute an Agreement of an Amendment to Consultant for any further phase of work other than the work described herein, and that any work performed by Consultant beyond that specifically described is performed at Consultant's risk and without authorization under this Agreement. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City

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Council for the purposes of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt of financial obligation of the City.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have executed this Second Agreement as of the day and year first above written.

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

By: \_\_\_\_\_  
M A Y O R

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
General Services

By: \_\_\_\_\_  
Office of Independent Monitor

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

DAVID R. FINE, Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. CE50200(3)

By: \_\_\_\_\_  
Assistant City Attorney

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

**"CITY"**

**COMMUNITY MEDIATION CONCEPTS**

Taxpayer (IRS) I.D. No. 84-1360158

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

Name: STEVE CHAR BONDWALL  
(please print)

Title: Executive Director

**"CONSULTANT"**