

## 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 County of Denver”), for itself and on behalf of the **DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT** (“DDPHE”, and, together with the City and County of Denver, the “City”), and **CARING FOR DENVER FOUNDATION**, a Colorado nonprofit corporation, whose address is c/o Kaleidoscope Collaborative Center, 1035 Osage Street, 8th Floor, Denver, Colorado 80204 (hereinafter “CFD”) and together with the City (collectively, the “Party” or “Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated December 12, 2025, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, updated paragraph 5-subparagraph E, Limit on Administrative Expenses; Additional Funding, and update paragraph 9-Examination of Records, subparagraph B.

**NOW THEREFORE**, in consideration of the mutual Agreements set forth herein, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**4. TERM:** The Agreement will commence on **January 1, 2025**, and will terminate on **June 30, 2027 (“Term”)**. The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, CFD shall complete any work in progress as of the effective date of termination or expiration and that term shall automatically extend until such work is completed or earlier terminated by the Executive Director.”

2. Section 5 of the Agreement entitled “**CFD’S RESPONSIBILITIES:**”, subsection **E** entitled “Limit on Administrative Expenses; Additional Funding.” is hereby deleted in its entirety and replaced with:

“**E.** Limit on Administrative Expenses; Additional Funding. No more than **5%** of the Caring for Denver Tax distributions received by CFD from the City and County of Denver shall be spent on Administrative Expenses in any calendar year. Pursuant to Section III of **Exhibit A**, of the **5%**, the Parties agree that **One Hundred Thirty Thousand Dollars and No Cents**

**(\$130,000.00)** shall be retained from the monthly distributions and used by the City to cover its administrative expenses (the “City Administrative Expenses”). The Parties anticipate that the City Administrative Expenses will be used by the City, in part, to hire and compensate one full-time employee of the City (the “City Employee”) to perform administrative functions relating to the performance and monitoring of this Agreement (the “CFD Activities”). With the consent of CFD, which consent shall not be unreasonably withheld, the City Administrative Expenses may be increased to take into account increases in salary and benefits for the City Employee, which salary and benefits increases shall be consistent with those of other City employees. The City will conduct staffing analyses with respect to such City Employee at least once every year during the Term. Nothing in this Agreement precludes CFD from seeking additional funding streams, such as gifts, grants, or donations, to pay for additional administrative expenses or programmatic expenditures. Such non-tax funds will not reduce the **5%** of Caring for Denver Tax revenue that CFD may use for Administrative Expenses.”

3. Section 9 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS:**”, subsection **B.**, is hereby deleted in its entirety and replaced with:

“**B.** In addition, CFD shall permit public inspection of grant contracts, approved budgets, grant applications, and information shared at the board meeting involving the approved grants provided under this Agreement or the expenditure of tax monies received from the City and County of Denver in accordance with the procedures set forth in §§ 24-72-203 and 24-72-205 of the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*”

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

5. 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.]**

**[SIGNATURE PAGES FOLLOW.]**

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### RECITALS:

**A.** The Parties entered into an Agreement dated December 12, 2025, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, update paragraph 9- Examination of Records, subparagraph B., and update the scope of work exhibit.

**NOW THEREFORE**, in consideration of the mutual Agreements set forth herein, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**4. TERM:** The Agreement will commence on **January 1, 2025**, and will terminate on **December 31, 2026 (“Term”)**. The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, CFD shall complete any work in progress as of the effective date of termination or expiration and that term shall automatically extend until such work is completed or earlier terminated by the Executive Director.”

2. Section 9 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS:**”, subsection **B.**, is hereby deleted in its entirety and replaced with:

“**B.** In addition, CFD shall permit public inspection of grant contracts and information shared at the board meeting involving the approved grants provided under this Agreement or the expenditure of tax monies received from the City and County of Denver in accordance with the procedures set forth in §§ 24-72-203 and 24-72-205 of the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*”

3. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

5. 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.]**

**[SIGNATURE PAGES FOLLOW.]**

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

ENVHL-202581487-01 |ENVHL-202475076-01  
CARING FOR DENVER FOUNDATION

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

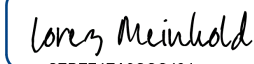
**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

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

ENVHL-202581487-01 |ENVHL-202475076-01  
CARING FOR DENVER FOUNDATION

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

Signed by:

  
2EBE74EA9CCC494...

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

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

Executive Director

ATTEST: [if required]

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

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

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

## **EXHIBIT A: SCOPE OF WORK**

### **I. CFD Responsibilities**

In addition to the obligations established in the Ordinance, and agreed to in this Agreement, CFD shall meet the following administrative milestones:

A. CFD shall develop a strategic plan and CFD shall include public input in the development of its funding priorities and the use of the Caring for Denver Fund no less than every three (3) years as required in its founding ordinance.

B. CFD shall maintain a policy that addresses use of fund balance.

C. CFD shall maintain a policy that addresses conflicts of interest in accordance with D.R.M.C. § 2-61 and Section 5.G. of this Agreement.

D. CFD shall maintain a policy for grant-making in accordance with all applicable City fiscal rules and ordinances.

E. CFD shall appoint an individual to act as the liaison among the City, CFD, and all other City agencies party to the distribution of the Caring for Denver Tax. The Liaison shall attempt to facilitate resolution of all routine matters and concerns related to the Caring for Denver Tax.

F. Subject to Section 5F. of the Agreement regarding public reports, CFD will include reporting about reach, learnings, and geographic breakdown of investments in their annual report and presentation to City Council.

### **II. City Responsibilities**

The City, through DDPHE, shall:

A. Review CFD's draft strategic plan in conjunction with the Board. CFD shall give the Executive Director of DDPHE an opportunity to provide comments, edits and/or suggestions for consideration by CFD. The Director of DDPHE will have a minimum of 2 weeks for review and CFD will review the requests and work to incorporate those comments and suggestions into the final version reviewed by the Board. If any suggestions or edits are not taken, the CFD Executive Director will share the rationale. Final approval of the Strategic Plan is made by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance.

B. Review CFD's annual draft reports in conjunction with the Board. CFD shall give the Executive Director of DDPHE an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and

conditions of this Agreement or with the Ordinance. The Executive Director of DDPHE will provide comments prior to release to the Mayor, City Council, the Auditor, and its publication on CFD's website.

C. Review CFD's grant and financial policies. CFD shall give DDPHE an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance.

D. Review monthly invoices for payments out of the Caring for Denver Fund and authorize payments in accordance with all applicable City fiscal rules and ordinances.

E. Facilitate revenue-to-budget reconciliation process between the City's Department of Finance and CFD at least annually.

F. Appoint an individual to act as the liaison among the City, CFD, and all other City agencies party to the distribution of the Caring for Denver Tax. The Liaison shall attempt to facilitate resolution of all routine matters and concerns related to the Caring for Denver Tax.

E. Draft a Contract Administration Plan for City stakeholders and CFD staff, to be updated at least every two years.

### **III. Administrative Expenses Allocation**

Subject to Section 5.E. of the Agreement, \$130,000 of the Caring for Denver Tax shall go to the City for administrative expenses. This amount will cover the costs needed to administer and monitor this Agreement, to conduct compliance activities, draft future contracts and scope of work, and coordinate all City-related activities.