

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado, (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated May 11, 2020 (collectively the “Agreement”) and entered into a First Amendatory Agreement, for the performance of certain work set forth in that Agreement and Exhibit A and Exhibit A-1 thereto; and

**B.** The Parties wish to amend the Agreement to add compensation and expand services due to receipt of Head Start expansion grant.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** All references to “Exhibit A” and “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit A and Exhibit A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached hereto and incorporated herein by this reference.

**2.** Section 7.D. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$669,164.00)** (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 **Exhibit A and Exhibit A-1, as applicable**. Any services performed beyond those in **Exhibit A and Exhibit A-1, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

**3.** Section 7.F. of the Agreement entitled “**Non-Federal Share Match**” is amended to read as follows:

“The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED FIFTY-ONE THOUSAND FORTY-ONE DOLLARS AND ZERO CENTS (\$151,041.00)** as set forth in more detail in **Exhibit A-1**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.”

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

5. 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** MOEAI-202056350-02 Legacy: 202054296  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

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:

\_\_\_\_\_

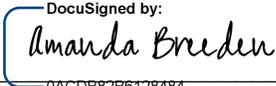
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By:

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

MOEAI-202056350-02 Legacy: 202054296  
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  \_\_\_\_\_  
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Name:                   Amanda Breeden                    
          (please print)

Title:                   Director, SPARO                    
          (please print)

ATTEST: [if required]

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

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

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