

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NICOLETTI FLATER PROFESSIONAL LIMITED LIABILITY PARTNERSHIP**, a Colorado limited liability partnership, whose address is 3595 South Teller Street, Suite 310, Lakewood, Colorado 80235 (the “Consultant”), jointly as the “parties”).

The Parties entered into an Agreement dated May 12, 2017, and an Amended Agreement on March 29, 2018, (the “Agreement”) to provide the services described in the Scope of Work.

The Parties wish to amend the Agreement to extend the term and increase compensation.

In consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 3 of the Agreement entitled “**TERM**” is amended by deleting and replacing it with the following:

“3. **TERM**: The Agreement will commence on April 1, 2017, and will expire on December 31, 2020 (the “Term”)”

2. Articles 4(a) and (d)(1) of the Agreement entitled “**COMPENSATION AND PAYMENT**” are amended by deleting and replacing it with the following:

“4. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **One Million Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,275,000.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.”

d. **Maximum Contract Amount**:

(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **One Million Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,275,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** SAFTY-202053965-02/ALF: SAFTY-201734177-02  
**Contractor Name:** Nicoletti Flater Professional Limited Liability Partnership

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:

\_\_\_\_\_

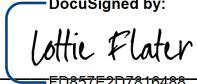
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By:

\_\_\_\_\_

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

SAFTY-202053965-02/ALF: SAFTY-201734177-02  
Nicoletti Flater Professional Limited Liability Partnership

By:  \_\_\_\_\_  
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Name: Lottie Flater  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

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

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

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