### 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 (the "City"), and JVA CONSULTING, LLC, a Colorado limited liability corporation, with its principal place of business located at 2465 Sheridan Blvd., Edgewater, Colorado 80214 (the "Consultant")

### WITNESSETH:

**WHEREAS**, the City and the Consultant previously entered into an Agreement dated July 25, 2011as amended by Amendatory Agreement dated September 10, 2012 relating to grant writing (collectively, the "Agreement"); and

**WHEREAS**, the parties have determined to amend the Scope of Work for the 2013-2016 contract years;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

- 1. The amended Scope of Work to become effective for the dates of July 1, 2013 through June 30, 2016 attached hereto and incorporated herein as Exhibit A-2 and all references to "Exhibit A" are hereby amended to read "Exhibit A and, if applicable, Exhibits A-1 or A-2".
- 2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.

Contract Control Number:	
IN WITNESS WHEREOF, the parties ha Denver, Colorado as of	ve set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
<i>y</i>	By



Contract Control Number:	FINAN-201101318-02
Contractor Name:	J V A CONSULTING, LLC
	By: <u>James B. Vandernung</u>
	Name: JAN/IUE B. VANDERBURG (please print)
	Title: PRESIDENT / CEO (please print)
	ATTEST: [if required]
	By:
	Name:(please print)

Title: (please print)

### **EXHIBIT A-2**

# **Scope of Work for City and County of Denver**

Years 03-05 of Grant writing Contract

Dates: July 1, 2013-June 30, 2016

## Services to be provided

- Half time project manager to serve as liaison with the city, updating assessments, assisting city agencies in forming partnerships, submitting reports and coordinating provision of technical assistance
- Providing on call technical assistance to help city agencies think through program development, develop logic models, facilitate meetings, research data needed to support proposals and apply for grants
- Providing on call research of potential funding sources, and weekly announcements of upcoming funding opportunities, provided by a half-time research associate
- Developing and facilitating four trainings on topics to be determined jointly by the city and JVA
- Offering city staff unlimited access to JVA's training opportunities (over 80 training topics per year)
- Providing full service in the development, preparation and submission of 25 federal, state or foundation grant proposals (Note: Because of the level of collaboration of city agencies and the desire to have JVA facilitate meetings leading to grants development, there has been NO difference in time and effort spent between preparing responses to government Requests for Proposals or preparing foundation grant proposals).

## **Pricing and payment terms**

- For staffing and affiliated costs (materials, funding research, parking) for items 1-5 above, a total of \$137,935 per year for three years, payable in 36 monthly installments of \$11,494.58 per month, beginning in July 2013
- For item 6 above, an allocation of a total of \$125,000 per year (average of \$5,000 per proposal x 25 proposals). JVA will provide an estimate for each proposal after reviewing the RFP and prior to beginning work on the proposal. JVA will bill the city monthly for proposals completed during that time period. Should a city agency not complete a proposal for which JVA has begun work, JVA will bill for actual time and expenses.