

## 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 **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit corporation, whose address is 2111 Champa Street, Denver, CO 80205, United States (the “Provider”, jointly with the City, “the parties”).

### WITNESSETH:

**A.** The Parties entered into an agreement dated July 13, 2018, to provide housing and services for persons experiencing homelessness for the City’s Social Impact Bond expansion for the City’s Department of Finance (the “Agreement”); and

**B.** The Parties wish to amend the Agreement to extend the term and provide additional funding for the contract.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 3 of the Agreement, entitled “TERM”, is hereby deleted in its entirety and replaced with:

The Agreement will commence on June 1, 2018 and will expire on December 31, 2021 (the “Term”). Subject to the CFO’s prior written authorization, the Provider shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the CFO.

2. Paragraph 4.a. of the Agreement, entitled “COMPENSATION AND PAYMENT: Fee,” is hereby deleted in entirety and replaced with:

The City shall pay and the Provider shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of up to **FIVE MILLION THIRTY-ONE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$5,031,984.00)** for fees and costs, and up to an additional **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND NO CENTS (\$131,982.00)** for certain performance bonuses. Amounts billed must reflect the budget set forth in **Exhibit A**.

3. Paragraph 4.d.(1) of the Agreement, entitled COMPENSATION AND PAYMENT: Maximum Contract Amount” is hereby deleted in its entirety and replaced with:

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE MILLION ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND NO CENTS (\$5,163,966.00)** (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 Provider beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Provider’s risk and without authorization under the Agreement.

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.

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**Contract Control Number:** FINAN-202056056-01/Alfresco: 201738812-01  
**Contractor Name:** THE COLORADO COALITION FOR THE HOMELESS

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:**

FINAN-202056056-01/Alfresco: 201738812-00  
THE COLORADO COALITION FOR THE HOMELESS

By: DocuSigned by:  
Lisa Thompson  
F9195B46096B45F...

Name: Lisa Thompson  
(please print)  
Title: Chief Operating Officer  
(please print)

ATTEST: [if required]

By: DocuSigned by:  
John Parvensky  
2B162BD7CBD2447...

Name: John Parvensky  
(please print)  
Title: President  
(please print)