

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **[SHILOH HOME INC.]**, located at **[6588 West Ottawa Avenue, Littleton, CO 80218]** (the “Contractor”), collectively “the parties”.

The parties entered into an agreement on December 20, 2012, and an amendment on December 20, 2013, to provide Residential Child Care Facility (RCCF) services (the “Agreement”). The parties desire to amend the Agreement to establish a maximum contract amount for services provided and paid for with combined state and local program funds.

The parties agree as follows:

1. Paragraph 10 in Description of Services to be Purchased in Attachment A is amended to read:

**“10. Compensation and Payment.**

**a. State Payment / No City Funds.** The Contractor shall be compensated only for the approved services actually provided to a given child or family. It is understood and agreed that all payments or reimbursements to the Contractor shall be made through direct drawdown payment utilizing the State of Colorado Trails System and that no City funds have been or will be appropriated or encumbered to pay any payments or reimbursements to the Contractor, and that the City shall have no direct payment obligations whatsoever to the Contractor. In any event, any performance obligation of the City, whether direct or contingent, under this Agreement or any amendment, would extend only to funds appropriated by the Denver City Council, paid into the City Treasury, and encumbered for purposes of this Agreement. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create

a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**b. Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the total maximum payment for services during the term of the agreement shall not exceed **Eight Hundred Eighteen Thousand, Eight Hundred Eighty Nine Dollars and Ninety-Six Cents (\$818,889.96).**”

2. Except as here amended, the Agreement is affirmed and ratified in each and every particular.

**BALANCE OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SOCSV-201206214-02

Contractor Name: SHILOH HOME INC

By: Steven Ramirez

Name: STEVEN RAMIREZ  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: Austin Topolnicki

Name: Austin Topolnicki  
(please print)

Title: CAO  
(please print)

