

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Denver”) and **IMPACT CHARITABLE**, a Colorado Nonprofit Corporation, whose address is 1536 Wynkoop St., Suite 223, Denver, CO 80202, jointly “the Parties” and individually a “Party.”

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated June 10, 2020 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to increase the maximum compensation amount.

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

1. Article 4.4.1. of the Agreement is amended to read as follows:

4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$1,750,000.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under the Agreement.

2. Article 7 of the Agreement entitled **EXAMINATION OF RECORDS AND AUDITS**: is hereby amended to increase the required record retention period from three (3) years to five (5) years as follows:

7. EXAMINATION OF RECORDS AND AUDITS: The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative,

and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

End.
Signature pages to follow this page.

Contract Control Number: HRCRS-202055843-01 / ALF-202054745-01
Contractor Name: IMPACT CHARITABLE

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

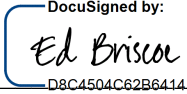
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202055843-01 / ALF-202054745-01
IMPACT CHARITABLE

By:  _____
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Name: Ed Briscoe
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)