

### THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **DENVER CHILDREN'S ADVOCACY CENTER**, a Colorado nonprofit corporation with its principal place of business located at 2149 Federal Boulevard, Denver, Colorado 80211 (“Consultant”), collectively the (“Parties”).

#### WITNESSETH:

**A.** The Parties entered into a Professional Services Agreement dated December 19, 2013, a First Amendatory Agreement dated August 7, 2015, and a Second Amendatory Agreement dated April 5, 2016 (collectively, the “Agreement”) to provide forensic interviews to children under the age of fifteen that are under the protection of the Denver Police Department.

**B.** The Parties desire to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. Article 2 of the Agreement entitled “**TERM**”, is hereby amended to read as follows:

“**2. TERM:** The Term of the Agreement is from December 19, 2013 until December 31, 2017, or until the Maximum Contract Amount specified in sub-section 3.A below is expended and all of the tasks specified in **Exhibit A** have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the Manager's prior written authorization, the Consultant 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 Manager. The Parties may, by written amendment, extend the Term of this Agreement for up to one (1) additional one (1) year *period* utilizing the same pricing and other material terms and provisions of the Agreement.”

2. Article 3(A) of this Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

**“3. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant for the performance of the work set out in **Exhibit A**

shall in no event exceed the sum of **NINE HUNDRED NINETY-ONE THOUSAND DOLLARS AND NO CENTS (\$991,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

3. For the year 2017, the Parties shall use the Year One, Fiscal Year 2014 Pricing as set forth in **Exhibit A** of the Agreement.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Third 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: POLIC-201312556-03

Contractor Name: Denver Children's Advocacy Center

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

Name: GIZANE INDART  
(please print)

Title: EXECUTIVE DIRECTOR  
(please print)

ATTEST: [if required]

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

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

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



**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 \_\_\_\_\_

