

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **THE COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation with its principal place of business at 4130 Tejon Street, Suite A, Denver, Colorado 80211 and also doing business at 789 Sherman Street, Suite 250, Denver, Colorado 80203 ("Contractor").

### RECITALS

**A.** The City and Contractor entered into an Agreement dated May 11, 2012 to assist the Denver Office of HIV Resources disburse Ryan White Part A Funds ("Funds") to City-approved service providers (the "Agreement").

**B.** For fiscal year 2013-2014, the City anticipates that the U.S. DHHS will award an amount not to exceed **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS** to the City under the Ryan White Part A Funds Grant ("Grant"). The CFDA No. for the Grant is 93.914.

**C.** The City and Contractor wish to amend the Agreement to extend the Term, add the anticipated award for the current fiscal year, increase Contractor's compensation, and amend the Agreement as otherwise set forth below.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Section 2 of the Agreement, entitled "**SERVICES TO BE PROVIDED**," is amended by:

a. Adding the following provision to the end of the sentence in subsection c.(1):

“, and for fiscal year 2013-2014, the estimated award of Funds is **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**.”

b. Deleting c.(2) and replacing it as follows:

**(2)** The federal fiscal year ends on the last day of February.

2. Section 3 of the Agreement, entitled "**TERM**," is amended by deleting the phrase

“on February 28, 2013....”

And replacing it as follows:

“one year from that date....”

3. Section 5 of the Agreement, entitled "**PAYMENT; APPROPRIATIONS**", is amended by deleting the portion that reads:

“...**Twenty Thousand Dollars and No Cents (\$20,000.00)**....”

and replacing it with:

“...**Forty Thousand Dollars and No Cents (\$40,000.00)**...”

4. Section 20 of the Agreement, entitled “**NOTICES**,” is amended by:
  - a. Deleting the words “...if to Contractor at the address first above written, and if to the City at as indicated below” and replacing them with “...to the parties as set forth below”; and
  - b. Adding the following provision directly below the paragraph following the section header:

“If to Contractor:

The Colorado Nonprofit Development Center  
789 Sherman Street, Suite 250  
Denver, Colorado 80203

And if to City:...”

5. Except as amended in the Amendatory Agreement, the Agreement is revived, affirmed, and ratified in each and every particular.
6. The Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.
7. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Agreement. The person or persons signing and executing the Amendatory Agreement on behalf of Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, of the Agreement as amended by the Amendatory Agreement set forth herein.

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**Contract Control Number:** ENVHL-201205236-01

**Contractor Name:** COLORADO NONPROFIT DEVELOPMENT CENTER

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-201205236-01

Contractor Name: COLORADO NONPROFIT DEVELOPMENT CENTER

By: [Handwritten Signature]

Name: MELINDA A. HIGGS  
(please print)

Title: PRESIDENT/CEO  
(please print)

□□□□□□: □□re□□re□□

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

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

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

