

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE GREENWAY FOUNDATION** (the “Design Consultant” or “Consultant), a Colorado corporation, whose address is 1855 South Pearl Street Denver, Colorado 80210 (the “Consultant”), jointly “the parties.”

RECITALS

A. The Parties entered into an Agreement dated February 19, 2014, an Amendatory Agreement dated July 21, 2016 and a Second Amendatory Agreement dated November 19, 2018 (collectively the “Agreement”) to retain the Foundation to continue efforts to advocate, lobby and fundraise on behalf of projects related to the South Platte River and surrounding tributaries.

B. The Parties wish to amend the Agreement to update the Consulting Rate Schedule, extend the Term and increase the Maximum Contract Amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read: “Exhibit A and Exhibit A-1, as applicable.” The Consulting Rate Schedule marked as Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Section 4.01 of the Agreement entitled “**TERM**” is amended to read as follows:

“4.01 Term. The Agreement will commence on December 1, 2013 and expire on December 31, 2021, unless sooner terminated or extended by written amendment.”

3. Section 3.05 (a) of the Agreement entitled **MAXIMUM CONTRACT AMOUNT; FUNDING** is amended to read as follows:

“3.05 Maximum Contract Amount; Funding.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND DOLLARS AND NO CENTS (\$1,189,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

4. Except 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.

[SIGNATURE PAGES FOLLOW]

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: FINAN-201415058-03

Contractor Name: THE GREENWAY FOUNDATION

x By: 

x Name: JEFF SHOEMAKER
(please print)

x Title: EXEC. DIRECTOR
(please print)

ATTEST: (if required)

By: _____

Name: _____
(please print)

Title: _____
(please print)



Memo

From: Andrew Marzo, Capital Financial Specialist

Date: 4/1/2019

RE: Update to 'Exhibit A – Consulting Rate Schedule (FINAN20141505)'



In alignment with the contract extension to the City of Denver's contract with the Greenway Foundation (FINAN20141505), a subsequent update to 'Exhibit A – Consulting Rate Schedule' will be made as described below. As the consulting rate has not been updated since the contract's execution in 2014, these updates are justified and based on standard inflation. The adjustments described below will take affect beginning July 1st, 2019 and are pending approval of the contract extension and capacity increase by Denver City Council.

Summary of Updates to Exhibit A – Consulting Rate Schedule

The Greenway Foundation

Increase hourly rate of Executive Director from \$175/hour to \$200/hour

Capital Representatives

Increase hourly rate of Project Managers from \$175/hour to \$200/hour