

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into, effective as of the date set forth on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") and **NICOLETTI-FLATER ASSOCIATES, PLLP**, a Colorado professional limited liability partnership, whose address is 3595 South Teller Street, Suite 310, Lakewood, Colorado 80235 ("**Consultant**"), who shall be individually referred to herein as a "Party" and jointly as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated January 25, 2013 to provide counseling services, Critical Incident Interventions, hostage negotiations, behavioral training and other related services for the Denver Police Department ("**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement to extend the term and increase the maximum compensation to the Consultant.

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

1. Article 2 of the of the Agreement entitled "**Term**" is hereby amended to read as follows:

"2. **TERM:** The term of the Agreement is from January 1, 2013 until December 31, 2015, 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 two (2), one (1) year extensions utilizing the same prices, terms and conditions contained in this Agreement."

2. Article 3(A) of the Agreement entitled "**Maximum Contract Amount**" is hereby amended to read as follows:

"3. **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 **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00)**, 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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: POLIC-201208947-01

Contractor Name: NICOLETTI-FLATER ASSOCIATES PLLP

By: *Hottie Flater*

Name: Hottie Flater
(please print)

Title: Partner
(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_____

