

**AMENDATORY FUNDING AGREEMENT
SOUTH WESTSIDE CLINIC (now known as “South West Clinic”)**

THIS AMENDATORY FUNDING AGREEMENT (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and the **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado (“**Denver Health**”), together the “Parties”.

The Parties entered into an Agreement dated December 13, 2013 to provide financial assistance to Denver Health for construction of a new clinic to increase capacity and better serve Denver’s Westside neighborhood.

The Parties now wish to amend the Agreement to increase the City’s funding for the Project and add a source of funding, to decrease accordingly Denver Health’s debt and fundraising for the Project, and to extend the term.

The parties agree to amend the Agreement as follows.

1. Recitals D and F are amended to read:

D. Denver Health will be issuing debt and fundraising \$10,528,800 toward the cost of the project. Denver Health will also be funding all of the interest on the associated debt which is estimated at \$14,160,678 over a 30 year period.

F. The Parties wish in this Agreement to provide to Denver Health additional amounts from the City’s Denver Better Bonds, the Capital Improvement Fund, and the General Fund as a contribution to the cost of the Project.

2. Article 3 entitled “**TERM**” is amended to read:

3. **TERM**: The term of this Agreement shall **commence on January 1, 2014 and end on December 31, 2044.**

3. Articles 4 A, B, F and G entitled “**CITY PAYMENT AND RELATED RESPONSIBILITIES**” are amended to read:

A. As additional consideration for the performance of Denver Health’s mission on behalf of the citizens of the City and in order to enhance the ability of Denver Health to perform the functions and services set forth in the Operating Agreement between the City and Denver Health, the City agrees to pay towards the cost of completing the Project, an amount not to exceed **TWENTY-TWO MILLION, ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$22,150,000.00)**. This amount shall be paid, subject to appropriations (as

more fully described below), according to the following schedule and from the following sources:

- 2014 \$1,400,000 Better Denver Bonds
- 2014 \$450,000 Capital Improvement Fund
- 2015 \$700,000 Capital Improvement Fund (\$450,000)/ General Fund (\$250,000)
- 2016 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2017 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2018 \$1,200,000 Capital Improvement Fund (\$950,000) /General Fund (\$250,000)
- 2019 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2020 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2021 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2022 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2023 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2024 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2025 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2026 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2027 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2028 \$1,200,000 Capital Improvement Fund (\$950,000)/ General Fund (\$250,000)
- 2029 \$250,000 General Fund
- 2030 \$250,000 General Fund
- 2031 \$250,000 General Fund
- 2032 \$250,000 General Fund
- 2033 \$250,000 General Fund
- 2034 \$250,000 General Fund
- 2035 \$250,000 General Fund
- 2036 \$250,000 General Fund
- 2037 \$250,000 General Fund

- 2038 \$250,000 General Fund
- 2039 \$250,000 General Fund
- 2040 \$250,000 General Fund
- 2041 \$250,000 General Fund
- 2042 \$250,000 General Fund
- 2043 \$250,000 General Fund
- 2044 \$250,000 General Fund

Total Better Denver Bond Funding	not to exceed	\$ 1,400,000
Total General Fund	not to exceed	\$ 7,500,000
<u>Total Capital Improvement Fund</u>	<u>not to exceed</u>	<u>\$13,250,000</u>
Total (not to exceed) agreement amount:		\$22,150,000

B. Unless otherwise specified, such funds shall be made available to Denver Health to be expended to pay Project costs incurred in completing the Project including, but not limited to, costs associated with land purchase, design cost, construction cost, project management cost, furniture cost, fixtures cost, equipment cost, moving cost of the clinic as described on Exhibit A-1. Denver Health may allocate the bond, capital improvement fund and general fund amounts among the Project components described above from time to time.

F. The City's total payment obligation, whether direct or indirect, under this Agreement, is expressly limited to a maximum amount of **TWENTY-TWO MILLION, ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$22,150,000.00)**. As such, all other expenditures required to complete the Project or other costs associated with the Project are solely the responsibility of Denver Health, and shall be paid by Denver Health.

G. The Parties agree that the obligation of the City for all or any part of its payment obligation hereunder, whether direct or indirect, shall extend only to the payment of funds from the Bond proceeds, the Capital Improvement Fund, and General Fund duly and lawfully appropriated by the City Council for the purpose of this Agreement, and paid into the Treasury of the City. The City does not by this Agreement irrevocably pledge present cash reserves for distributions in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. Article 5C entitled “**DENVER HEALTH PROJECT COMPLETION OBLIGATION AND RELATED RESPONSIBILITIES**” is amended to read:

C. Denver Health will provide and install at the Project construction site, Project signs, in a form mutually agreeable to the City and Denver Health, stating the scope of the Project and acknowledging the participation of the City and the City’s Better Bond, Capital Improvement

and General Fund contributions to the Project.

5. All references to Exhibit A in the Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached to this Agreement and incorporated by reference.

6. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Attached: Exhibit A-1

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: ENVHL-201313523-01

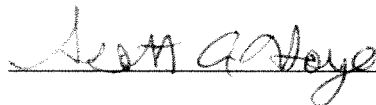
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: Peg Burnette
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: 

Name: Scott A. Hoge
(please print)

Title: General Counsel
(please print)



EXHIBIT A-1

SOUTH WEST CLINIC

Item	Amount
Land Purchase	3,171,335
Design Cost	1,374,098
Construction Cost	13,124,391
Project Management Cost	278,835
Furniture	1,400,447
Fixtures	1,400,447
Equipment	1,400,447
Interest Cost	0
Total	\$22,150,000