

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **EXCELSIOR YOUTH CENTERS, INC.** located at 15001 East Oxford Avenue, Aurora, Colorado 80014 (the “Contractor”), collectively “the parties”.

The parties entered into an agreement on August 14, 2012 and an amendment on October 31, 2013 to provide Residential Child Care Facility (RCCF) services (the “Agreement”). The parties desire to amend the Agreement to establish a maximum contract amount for services provided and paid for with combined state and local program funds.

The parties agree as follows:

1. Paragraph 10 in Description of Services to be Purchased in Attachment A is amended to read:

“10. Compensation and Payment.

a. State Payment / No City Funds. The Contractor shall be compensated only for the approved services actually provided to a given child or family. It is understood and agreed that all payments or reimbursements to the Contractor shall be made through direct drawdown payment utilizing the State of Colorado Trails System and that no City funds have been or will be appropriated or encumbered to pay any payments or reimbursements to the Contractor, and that the City shall have no direct payment obligations whatsoever to the Contractor. In any event, any performance obligation of the City, whether direct or contingent, under this Agreement or any amendment, would extend only to funds appropriated by the Denver City Council, paid into the City Treasury, and encumbered for purposes of this Agreement. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create

a multiple-fiscal year direct or indirect debt or financial obligation of the City.

b. Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the total maximum payment for services during the term of the agreement shall not exceed **Two Million, Eight Hundred Forty Thousand, Nine Hundred Eighteen Dollars and Twenty One Cents (\$2,840,918.21).**”

2. Except as here amended, the Agreement is affirmed and ratified in each and every particular.

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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: SOCSV-201205739-02

Contractor Name: EXCELSIOR YOUTH CENTERS INC

By: Joan Gabrielson

Name: Joan Gabrielson
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

