

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER CHILDREN'S ADVOCACY CENTER**, a Colorado non-profit corporation, located at 2149 Federal Blvd Denver, Colorado, 80211 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 17, 2023, an Amendatory Agreement dated October 5, 2023, and a Second Amendatory Agreement dated January 16, 2025 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

NOW THEREFORE, in consideration of the promises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2023** and will expire on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor 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 Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement

or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in Exhibit A-1 are performed at Contractor's risk and without authorization under the Agreement.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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.

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Contract Control Number: POLIC-202582793-03 / 202266018-03
Contractor Name: DENVER CHILDRENS ADVOCACY 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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

POLIC-202582793-03 / 202266018-03
DENVER CHILDRENS ADVOCACY CENTER

Signed by:

By: _____
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Will Braunstein
Name: _____
(please print)

Chief Executive Officer
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)