

## SEVENTH AMENDATORY AGREEMENT

**THIS SEVENTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **THE DENVER FOUNDATION**, a Colorado nonprofit corporation, whose address is 1009 Grant Street, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

### RECITALS

A. The Parties entered into Agreement dated **September 1, 2020**, a First Amendatory Agreement dated **March 31, 2021**, a Second Amendatory Agreement dated **June 16, 2021**, a Third Amendatory Agreement dated **March 9, 2022**, a Fourth Amendatory Agreement dated **November 30, 2022**, a Fifth Amendatory Agreement dated **April 6, 2023**, and a Six Amendatory Agreement dated **December 13, 2023** (collectively, the “Agreement”) to provide legal services.

B. The Parties now wish to modify the Agreement to extend the term and increase the financial amount.

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

1. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on January 1, 2020, and will expire, unless sooner terminated, on December 31, 2025.”

2. Section 4.4.1 of the Agreement titled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“4.4 **Maximum Contract Amount**:

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,700,000)** (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 the Contractor beyond that specifically described in Exhibit A-5. Any services performed beyond those in Exhibit A, or as directed by Chief in writing, are performed at the Contractor’s risk and without authorization under the Agreement.

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

4. This Seventh Amendatory Agreement is not 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202055438-07, ATTNY-202475081-07  
THE DENVER FOUNDATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

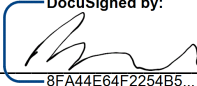
**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202055438-07, ATTNY-202475081-07  
THE DENVER FOUNDATION

By:  DocuSigned by:  
8FA44E64F2254B5...

Name: Dace West  
(please print)

Title: Chief Impact Officer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)