

## **THIRD AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** is made and entered into, effective as of the date set forth on the City's signature page ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**") and **BRANDEBERRY-MCKENNA PUBLIC AFFAIRS**, a registered trade name legally authorized to conduct business in the State of Colorado, whose address is 1410 Grant Street, Suite C-307, Denver, Colorado 80203 ("**Consultant**"), who shall be individually referred to herein as "Party" and jointly as the "Parties".

### **WITNESSETH:**

**WHEREAS**, the Parties entered into an agreement dated November 27, 2012, an amendatory agreement dated October 6, 2014, and a second amendatory agreement dated December 15, 2014, to assist the City in its efforts to establish and maintain positive governmental relations between the City and the State of Colorado and other local governmental entities ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term, and increase the maximum contract amount.

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

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

"2. **TERM**: The term of the Agreement is from the November 1, 2012 until October 31, 2017, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the tasks specified in **Exhibit A** has 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 City Representative'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 City Representative."

2. Article 3 of the Agreement entitled "**COMPENSATION AND PAYMENT**" is hereby amended to read as follows:

Brandeberry-McKenna Public Affairs  
201208721-03

**“3. COMPENSATION AND PAYMENT:**

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 **SEVEN HUNDRED SIXTY THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$760,833.00)**, 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. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**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:** MAYOR-201208721-03

**Contractor Name:** BRANDEBERRY-MCKENNA PUBLIC AFFAIRS

By: Julie McKenna

Name: Julie McKenna  
(please print)

Title: Owner  
(please print)

**ATTEST: [if required]**

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

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

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

