

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NICOLETTI FLATER PROFESSIONAL LIMITED LIABILITY PARTNERSHIP** whose address is 3900 S Wadsworth Blvd, #585, Lakewood, CO 80235 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated April 22, 2021 and an Amendatory Agreement dated February 21, 2022 (the “Agreement”) to provide psychological and counseling services; including individual, couple, adolescent, group, and family counseling, critical incident debriefings, as well as other assessments and consultations.

B. The Parties wish 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. 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, 2021, and will expire, unless sooner terminated, on March 31, 2025.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT:**

4.2. Maximum Contract Amount:

4.2.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,300,000.00)** (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 the Contractor beyond that specifically described in Exhibit

A. 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. Section 20 of the Agreement entitled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**" is hereby deleted in its entirety and replaced with:

"20. RESCINDED"

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

5. This Second 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:
Contractor Name:

SAFTY-202367677-02/Parent: 202158007-02
NICOLETTI FLATER PROFESSIONAL LIMITED
LIABILITY PARTNERSHIP

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:

SAFTY-202367677-02/Parent: 202158007-02

Contractor Name:

NICOLETTI FLATER PROFESSIONAL LIMITED
LIABILITY PARTNERSHIP

By: 
FD857E2B7816408...

Name: Ann-Charlotte Flater
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)