

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 **THE URBAN FARM**, a Colorado non-profit corporation, with its principal place of business located at 10200 Smith Rd, Denver, Colorado 80239-3238 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 28, 2021, an Amendatory Agreement dated January 4, 2022, and a Second Amendatory Agreement dated August 17, 2022 (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, increase the maximum contract amount, and update paragraph 20-No Employment of a Worker Without Authorization to Perform Work Under the Agreement.

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 August 1, 2021, and will expire, unless sooner terminated, on December 31, 2025.”

2. Section 4 of the Agreement entitled “**Compensation and Payment**” Sub-section 4.2. entitled “**Maximum Contract Amount**” Sub-section 4.2.1 is hereby deleted in its entirety and replaced with:

“**4.2.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$848,172.68)** (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**. Any services

performed beyond those in **Exhibit A** are performed at 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. Reserved."

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

5. 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: SAFTY-202370802-03/ Parent: SAFTY-202160361-03
Contractor Name: THE URBAN FARM

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:

SAFTY-202370802-03/Parent: SAFTY-202160361-03
THE URBAN FARM

By: DocuSigned by:
Michelle Graham Rodriguez
C852B3FE25E2447...

Name: Michelle Graham Rodriguez
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)