

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE GREENWAY FOUNDATION**, a Colorado nonprofit corporation with its principal place of business located at 1855 S. Pearl St., Suite 40, Denver, Colorado 80210 (the “Consultant” or “the Foundation”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an On-Call Professional Services Agreement dated February 19, 2014 (the “Agreement”) to continue efforts to advocate, lobby and fundraise on behalf of projects related to the South Platte River and surrounding tributaries on an on-call basis.

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

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 **COMPENSATION, PAYMENT, AND FUNDING**, sub-paragraph 3.05(a) “**Maximum Contract Amount; Funding**” is hereby deleted in its entirety and replaced with:

“3.05 Maximum Contract Amount; Funding:

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **NINE HUNDRED AND EIGHTY-NINE THOUSAND AND NO CENTS (\$989,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

2. **SECTION 4** of the Agreement entitled **TERM AND TERMINATION** Section 4.01 entitled “**Term**” is hereby deleted in its entirety and replaced with:

“4.01 Term: The term of this Agreement shall commence on **December 1, 2013**, and shall expire on **December 31, 2018**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager.”

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:

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_____

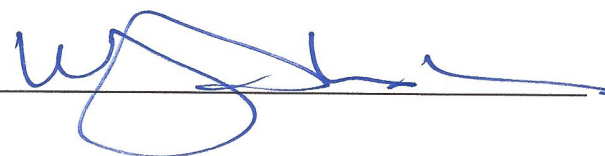
By_____

By_____



Contract Control Number: FINAN-201415058-01

Contractor Name: THE GREENWAY FOUNDATION

By: 

Name: JEFF SHOEMAKER
(please print)

Title: EX. DIR.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

