

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **POINT b (e) STRATEGIES, LLC**, a Colorado limited liability company with its principal place of business located at 1001 Bannock, Unit 16, Denver, Colorado, 80204 (the "Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant previously entered into an Agreement dated November 23, 2022 relating to providing grant writing services (the "Agreement"); and

WHEREAS, an additional opportunity for Environmental Protection Agency grants has arisen; and

WHEREAS, the additional work will require additional compensation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The additional Scope of Work is attached hereto and incorporated herein as **Exhibit A-1** and all references to "Exhibit A" are hereby amended to read "**Exhibits A and A-1** as applicable".

2. The additional Budget is attached hereto and incorporated herein as **Exhibit B-1** and all references to "**Exhibit B**" are hereby amended to read "**Exhibit B-1**".

3. Paragraph 4 of the Agreement, entitled "COMPENSATION AND PAYMENT," is amended to read as follows:

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred, if all Renewal Terms are effected under the Agreement Nine Hundred Forty Thousand Dollars (\$940,000.00). Amounts billed may not exceed the rates set forth in **Exhibits A and A-1**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.

c. Invoicing: Consultant shall provide the City with a monthly invoice not to exceed the annual amounts in **Exhibit B-1** and the invoice shall be in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment

Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation [if all renewal terms are effected] will not exceed Nine Hundred Forty Thousand Dollars (\$940,000.00) (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 Consultant beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

Remainder of page left intentionally blank.

Contract Control Number:
Contractor Name:

FINAN-202474733-01/ 202265166-01
Point b(e) Strategies, LLC

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:

FINAN-202474733-01/ 202265166-01
Point b(e) Strategies, LLC

Signed by:



By:

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Julia Alvarez

Name:
(please print)

CEO

Title:
(please print)

ATTEST: [if required]

By: _____

Name:
(please print)

Title:
(please print)

EXHIBIT A-1

(exhibit follows)



Quote for Grant Writing Services:
Climate Action, Sustainability and Resiliency
proposal to
Environmental Protection Agency (EPA)
Community Change Grant Program

May 3, 2024

Submitted to:
Jorge Figueroa,
CASR Environmental Justice Manager

On behalf of:
Point b(e) Strategies, LLC
2554 Irving St.
Denver, CO 80211
Phone: 303.828.6446

Email: Laura@pointbeststrategies.com
Website: <https://www.pointbeststrategies.com/>

Project Description

Point b(e) Strategies will support CASR in the process of developing an application for the EPA's Community Change Grant program.

Cost

The budget for the proposed scope of work is \$35,000 - \$50,000. Point b(e) Strategies will track all costs based on an hourly rate of \$175 and will determine the final project cost once all activities (described below) are complete.

Scope of Work

Kick-Off Meeting

Point b(e) Strategies writers will conduct a kick-off meeting with relevant staff and leadership from CASR, as well as community partners, which will provide the grant writers with foundational information to begin crafting the proposal and other application components.

Project Management and Community Meetings

Point b(e) Strategies will conduct ongoing project management to ensure that all information needed to develop the application is being gathered on a timely basis. This will likely include attending community-based meetings and engaging in follow-up calls and meetings with CASR and partners.

Application Development

Point b(e) Strategies will complete the following tasks related to application development:

- Develop full proposal and additional application materials (as determined in the kick-off meeting) in compliance with all requirements of the EPA Community Change Grant program;
- Perform an internal content review and copy edit of the proposal and all application materials developed;
- Offer one feedback round for CASR and project partners to provide content edits;
- Incorporate feedback from internal and client review processes; and
- Prepare final proposal and other application materials for submission to funder.

Technical Assistance/Support

Point b(e) Strategies will provide the following technical assistance/support:

- Support the development of a program budget. Point b(e) Strategies will not be responsible for budget development, but writers can provide technical support in the internal development of the budget.
- Support with the upload and submission of the final proposal. Point b(e) Strategies will not be responsible for submitting the final proposal, but writers can provide technical support as CASR is uploading and submitting the final proposal.

Timeline

The application is due to the funder by November 21, 2024. Point b(e) Strategies will work with CASR and partners to determine the desired application submission date and will develop a project timeline based on that date.

EXHIBIT B-1

(Exhibit follows)

EXHIBIT B-1

FEE SCHEDULE

Dates: January 1, 2023 – December 31, 2027

Pricing and Payment terms

- For staffing and affiliated costs (technical assistance; meeting attendance; facilitation of training and meetings; research and reporting) a total of \$78,000 per year for the contract term, payable in 12 monthly installments of \$6,500 per month, beginning January 2023.
- For CASR grant writing services, fee will be described as Exhibit A-1
- For grant writing services and review and editing of grant application at a rate of \$100 an hour.

Vendor will provide an estimate for each proposal after reviewing the RFP. Vendor will provide the estimate to the Department of Finance and gain approval prior to beginning work on the proposal. Vendor will bill the city upon proposal completion. Should a city agency not complete a proposal for which Vendor has begun work, Vendor will bill for actual time and expenses. If the city fails to meet the grant writer’s deadlines, an overage fee may be applied to the proposal cost. If this situation should arise, Vendor shall timely communicate with the City’s main point of contact, who will be given one business day to clarify before the charge is applied.

	2023	2024 Renewal Year 1	2025 Renewal Year 2	2026 Optional Renewal Year 1	2027 Optional Renewal Year 2	Grand Total
Staffing & Affiliated Costs	\$78,000	\$78,000	\$78,000	\$78,000	\$78,000	\$390,000
Grant Writing Services Content Review & editing	\$100,000	\$150,000	\$100,000	\$100,000	\$100,000	\$550,000
Contract Maximum	\$178,000	\$228,000	\$178,000	\$178,000	\$178,000	\$940,000