

INTERGOVERNMENTAL CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 16 IHIA 77591
Contractor The City & County of Denver 201 West Colfax Avenue Denver, CO 80202	Amendment Contract Number 19 IHIA 107546
Current Contract Maximum Amount Initial Term State Fiscal Year 2016 \$566,362 Extension Terms State Fiscal Year 2017 \$640,641 State Fiscal Year 2018 \$640,642 State Fiscal Year 2019 \$640,642 Total for All State Fiscal Years \$2,488,287	Contract Performance Beginning Date September 1, 2015 Current Contract Expiration Date June 30, 2019

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR The City & County of Denver See Pages 2 and 3 for County Signatures By: Beth Machann, Chief Financial Officer Date: _____	STATE OF COLORADO John W. Hickenlooper, Governor Reggie Bicha Executive Director By: Mary Anne Snyder, Director, Office of Early Childhood Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Clint Woodruff / Travis Yoder / Andrea Eurich

Amendment Effective Date: _____

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1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: provide the following functions: Original licensure, renewals, complaints, and Stage II investigations for Family Child Care Homes, School-Age Programs, Child Care Centers located in Denver County. This amendment removes sections from Exhibit A – Statement of Work.

5. MODIFICATIONS

The Contract and all prior amendments thereto, (Interim Purchase Order PO IHIA 2016-4001; Original Contract CMS 16 IHIA 77591; Holdover Notice CMS 17 IHIA 91356; Amendment #1 CMS 17 IHIA 88927; Amendment #2 CMS 18 IHIA 97647; Option Letter #1 CMS 19 IHIA 107917), are modified as follows:

A. Exhibit A - Statement of Work

The following sections are removed from Exhibit A:

- 32. The Contractor agrees to maintain a complete file of all records, documents, communications and other materials, which pertain to this agreement for a period of three (3) years from the date a final payment is made under this agreement, unless the department requests the records be maintained for a longer period.
- 33. The Contractor will permit Department and Federal agency monitoring and auditing of records and activities, which are or have been undertaken pursuant to this agreement.
- 34. Except as otherwise provided, the duties and obligation of the contractor will not be assigned, delegated, or sub contracted except with the express prior written consent of

the Department. All subcontractors will be subject to the requirements of this agreement.

35. Except as otherwise stated, this agreement will inure to the benefit of and be binding only upon the parties hereto and their respective successor and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement shall first be resolved at the Divisional level. Failing resolution at that level, disputes shall be presented to the Executive Directors of each Department for resolution. Failing resolution by the Executive Directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.

B. Change of Address

The Contractor's address changed from 200 West 14th Avenue, Denver, CO 80202 to 201 West Colfax Avenue, Denver, CO 80202.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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 _____



* City signs first

Contract Control Number: ENVHL-201521228-05

Contractor Name: State of Colorado, Colorado Department of
Human Services

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

