

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER FOOD RESCUE**, a Colorado nonprofit corporation, whose address is 3840 York Street, 245, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 25, 2020, an Amendatory Agreement dated February 24, 2021, a Second Amendatory Agreement dated October 21, 2021, and a Third Amendatory Agreement dated October 4, 2022 (collectively, the “Agreement”) to provide the services set forth in Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to correct the maximum contract amount, update paragraph 19-No Employment of Workers without Authorization, and add an exhibit for invoices.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and corrected with:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS (\$894,167.00)** (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 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.”

2. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. [RESCINDED.]”

3. **Exhibit E, Invoice Form** is added to the Agreement, and is attached and incorporated by reference herein.

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

5. This Fourth 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: ENVHL-202367191-04 / ENVHL-202055214-04
Contractor Name: DENVER FOOD RESCUE

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:

ENVHL-202367191-04 / ENVHL-202055214-04
DENVER FOOD RESCUE

DocuSigned by:
Letisha Steele
09F4DE0FE52148F...

By: _____

Name: Letisha Steele
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Invoice Form

Denver Department of Public Health and Environment - Healthy Food for Denver's Kids EXPENDITURE DETAILS for REIMBURSEMENT INVOICE FORM

Invoice #	
Invoice Date	
Purchase Order/ Contract #	
Payment Option	<input type="radio"/> EFT/Direct Deposit - Must be set up* <input checked="" type="radio"/> Mail Reimbursement Check to Remit Address

Organization Name	
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	760-715-7194
Email:	HFDKinvoices@denvergov.org

From:	
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure Categories				Total Amount
Food and Supplies				
Item	Description of Item	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Food and Supplies				\$0.00
Program Operating Expenses				

**Denver Department of Public Health & Environment
REIMBURSEMENT INVOICE FORM**

Organization Name:	0
Invoice Period:	0.00
Invoice #:	0.00
Invoice Date:	0.00
PO/Contract #:	0.00
Final Invoice:	\$ -
Payment Option:	2 Mailed Reimbursement Check

To:		From:	
HFDK Program:	Healthy Food for Denver's Kids	Contact Name:	0
HFDK Contact:	Jessica Murison	Address:	0
Address:	101 W Colfax		
City:	Denver	City:	0
State:	CO	State:	0
Zip Code:	80202	Zip Code:	0
Telephone:	760-715-7194	Telephone:	0
Email:	HFDKinvoices@denvergov.org	Email:	0

Expenditure Categories	Total Amount Requested
Food and Supplies	\$0.00
Program Operating Expenses	\$0.00
Personnel	\$0.00
Other Costs	\$0.00
SUB-TOTAL BEFORE INDIRECT	\$0.00
Indirect	\$ -
TOTAL THIS INVOICE	\$ -

I/We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, that all relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice period have been achieved.

Print Name, Title _____ Date _____