

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 **JEFFERSON COUNTY PUBLIC HEALTH**, doing business at 645 Parfet Street, Lakewood, Colorado 80215 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 30, 2018, an Amendatory Agreement dated May 24, 2019, a Second Amendatory Agreement dated December 13, 2019, and a Third Amendatory Agreement dated December 23, 2020 (collectively, the “Agreement”) to provide the services described in the scope of work.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend standard provisions, and amend the scope of work and budget.

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 term of this Agreement shall commence on **July 1, 2018** and shall terminate on **June 30, 2022**, unless extended in accordance with the terms of the Agreement (the “Term”). The term of this Agreement may be extended by the City up to and including five (5) years from the date of final execution under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

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

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND SIXTY-FOUR CENTS (\$764,653.64)** (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 **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“20. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with

the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.”

4. Section 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

5. **Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3** are hereby deleted in their entirety and replaced with **Exhibit A-4, Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3** are changed to **Exhibit A-4**.

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

7. 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.

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Contract Control Number: ENVHL-202160321-04/ALF 201842561-04
Contractor Name: JEFFERSON COUNTY PUBLIC HEALTH

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-202160321-04/ALF 201842561-04
JEFFERSON COUNTY PUBLIC HEALTH

By:  _____
653DF9CFA137435...

Name: Greg Deranleau
(please print)

Title: Board of Health President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Jefferson County Public Health
Budget Period	July 1, 2021 - June 30, 2022
Project Name	CCPD Food Policy Council

Program Contact Name, Title, Phone and Email	Marissa Silverberg, 720-485-7033, msilver@jeffco.us
Fiscal Contact Name, Title, Phone and Email	Salma Jakane, Sr. Financial Analyst, 303-271-5775, sjakane@jeffco.us

Expenditure Categories						
Personal Services Salaried Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Food Systems Coordinator	Facilitates the Food Policy Council; supports the successful completion of the Statement of Work; responsible for the complete neighborhood food environment program; provides technical assistance upon request; maintains and develops strategic partnerships including participating in regional and statewide networks and coalitions; works to align efforts with the Healthy Jeffco Network and Community Health Improvement Plan; responsible for report compilation and submission; other duties upon request.	Yes	\$70,000.00	\$26,329.11	75%	\$71,792.25
Community Engagement Specialist	Work at the neighborhood level to help identify participating neighborhoods, conduct community assessments, facilitate food systems work, reports to the neighborhoods, Food System Coordinator, and Food Policy Council. Maintain coalition database(s), support the staff with data tracking and reporting; conducts research and policy analysis; supports coalition facilitation activities; supports implementation of communication strategies; other duties upon request	Yes	\$60,000.00	\$15,355.68	50%	\$37,301.06
Total Personal Services (including fringe benefits)						\$109,093.31
Personal Services Hourly Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Temp - 1	Community Food Systems Temp Support	Yes	\$25.00	\$5.00	200	\$6,000.00
Total Personal Services (including fringe benefits)						\$6,000.00

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Supplies & Operating Expenses					
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Incentives	Purchase of Gift cards for community member participation/honorarium	Yes			\$500.00
Media and Communications	Purchase of media related to program priorities and goals	Yes			\$100.00
Phone	Cell Phone charges	Yes	\$54.00	12.00	\$648.00
Printing	External vendor layout and printing for reports or maps to be distributed to neighborhoods, coalitions members or elected officials to promote policy adoption; materials for workshops, flyers and posters for neighborhood communications	Yes			\$200.00
Office/general supplies	General office and program supplies	Yes			\$300.00
Meetings	Facilitates the Food Policy Council, helps organize neighborhood	Yes			\$3,000.00
					\$0.00
Total Supplies & Operating Expenses					\$4,748.00

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Travel					
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage for staff to attend meetings around the region to successfully implement the Statement of Work and support neighborhood and coalition activities, and attend meetings with local, regional and statewide partners (@ \$.58)	Yes			\$1,000.00
Travel	Three instate conferences for staff based on current needs of coalitions and neighborhoods. Estimated cost per conference: registration (approx. \$300 per conference), hotel (1 night approx. \$170), per diem (approx. \$55/day) mileage included above.	Yes			\$800.00
Total Travel					\$1,800.00
Contractual					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Five Points Geoplanning	Continued mapping projects with Five Points Geoplanning	Yes			\$2,000.00
Community Partners - TBD	Enhanced community engagement and community outreach with community members and community organizations	Yes			\$10,000.00
Training and Technical Assistance Providers - TBD	Consultant(s) as TBD to support training and technical assistance for partners as well as the Food Policy Council	Yes			\$15,500.00
Total Contractual					\$27,500.00
SUB-TOTAL BEFORE INDIRECT					\$149,141.31

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Indirect		
Item	Description of Item	Total Amount Requested from CDPHE
CDPHE-approved indirect cost rate	2021 Approved indirect cost rate =32.76%	\$48,858.69
Total Indirect		\$48,858.69
TOTAL		\$198,000.00



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Health & Environment

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Budget Period	July 1, 2018 - June 30, 2022
Project Name	CCPD Food Policy Council

Expenditure Categories						
Personal Services						
Salaried Employees						
Position Title	Description of Work	Original Budget Total	Amended FYE 2020	Amended FYE 2021	Amended FYE 2021	Amended Total
Food Systems Coordinator marion		\$82,254.41	78930.72	88641.34	71792.25	\$321,618.72
Community Engagement Specialist Marisa		\$46,959.00	9920.95	39683.81	37301.06	\$133,864.82
Health Communication Staff			715.00			\$715.00
Personal Services						
Hourly Employees						
Position Title	Description of Work					Total Amount Requested from CDPHE
Temp-1			12000.00	9000.00	6000.00	\$27,000.00
Temp-2			12000.00			\$12,000.00
Total Personal Services (including fringe benefits)		\$129,213.41	\$113,566.67	\$137,325.15	\$115,093.31	\$495,198.54
Supplies & Operating Expenses						
Item	Description of Item					Total Amount Requested from CDPHE
Computer/PC Supplies	Purchase of computer, pc supplies and monitor	30.00				\$30.00
Media and Communications	Purchase of media related to program priorities and goals			20.00	100.00	\$120.00
phone	Purchase of Gift cards cell phone		335.00 648.00	50.00 648.00	500.00 648.00	\$885.00
Printing	External vendor layout and printing for reports or maps to be distributed to neighborhoods, coalitions members or elected officials to promote policy adoption; materials for workshops, flyers and posters for neighborhood communications	95.45	400.00	50.00	200.00	\$745.45
Office/General Supplies	General office and program supplies	200.00	500.00	500.00	300.00	\$1,500.00
Meeting Expenses(Space/Food)	Facilitates the Food Policy Council, helps organize neighborhood meetings, provides meeting space and food following the DGA guidelines, 10 FPC meetings, 4 neighborhood meetings	3000.00	6000.00	3000.00	3000.00	\$15,000.00
Furniture						\$0.00
Total Supplies & Operating Expenses		\$3,325.45	\$7,883.00	\$4,268.00	\$4,748.00	\$20,224.45

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Travel						
Item	Description of Item					Total Amount Requested from CDPHE
Out of state travel	of coalitions. Estimated cost per conference: registration (approx. \$650 per conference), hotel (4 nights approx. \$820), flights (approx. \$600), per diem (approx. \$70/day) and transportation (approx. \$120)	2270.00	1500.00	200.00		\$3,970.00
Mileage	region to successfully implement the Statement of Work and support neighborhood and coalition activities, and attend meetings with local, regional and statewide partners (1800@ \$.54)	981.00	2000.00	643.75	1000.00	\$4,624.75
Instate Travel	Three instate conferences for staff based on current needs of coalitions and neighborhoods. Estimated cost per conference: registration (approx. \$300 per conference), hotel (1 night approx. \$170),	537.49	1500.00	303.53	800.00	\$3,141.02
Total Travel		\$3,788.49	\$5,000.00	\$1,147.28	\$1,800.00	\$11,735.77
Contractual						
Subcontractor Name	Description of Item					Total Amount Requested from CDPHE
	Development of GIS materials		5535.65		2000.00	\$7,535.65
	Consultant as TBD for training and tech support			4000.00	15500.00	\$19,500.00
	Outreach	0.00	7425.00		10000.00	\$17,425.00
Total Contractual		\$0.00	\$12,960.65	\$4,000.00	\$27,500.00	\$44,460.65
SUB-TOTAL BEFORE INDIRECT		\$136,327.35	\$139,410.32	\$146,740.43	\$149,141.31	\$571,619.41

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Budget Period	July 1, 2018 - June 30, 2022
Project Name	CCPD Food Policy Council

Indirect						
Item	Description of Item					Total Amount Requested from CDPHE
CDPHE-approved indirect cost rate	2018 Approved indirect cost rate	51678.29	47594.68	44902.57	48858.69	\$193,034.23
Total Indirect						
TOTAL		\$188,005.64	\$187,005.00	\$191,643.00	\$198,000.00	\$764,653.64