

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRI-COUNTY HEALTH DEPARTMENT**, an entity of the State of Colorado, doing business at 6162 S. Willow Drive, Greenwood Village, Colorado 80111 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 23, 2019, an Amendatory Agreement dated January 15, 2020, and a Second Amendatory Agreement dated November 13, 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, update provision for illegal aliens, update provision for no discrimination in employment, 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 Agreement will commence on **July 1, 2018**, and will expire 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 EIGHTY-FIVE THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$785,310.00)** (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 **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 Contractor 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 Contractor 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 Contractor 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 Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.”

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

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

7. This Third 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-202160332-03/ALF 201842560-03
Contractor Name: TRI-COUNTY HEALTH DEPARTMENT

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-202160332-03/ ALF 201842560-03
TRI-COUNTY HEALTH DEPARTMENT

By: _____
DocuSigned by:
Jennifer L. Ludwig, MS
6E55D23905AC43E...

Name: _____
Jennifer L. Ludwig, MS
(please print)

Title: _____
Deputy Director
(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	Tri-County Health Department
Budget Period	7/1/21 - 6/30/22
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title/Employee Name	Description of Work	Corresponding Activity in Project Work/ Implementation Plan	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Food Policy Coordinator	Food Policy Coordinator will serve as the program manager for the food policy work including developing and managing work plans, facilitating program meetings, conducting program research, compiling reports. This position will support the development of a food policy council, neighborhood assessments, pilot project implementation, policy change initiatives, and grant administration		\$78,000.00	\$ 27,300	100%	\$105,300
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

**Personal Services
Hourly Employees**

Position Title/Employee Name	Description of Work	Corresponding Activity in Project Work/ Implementation Plan	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/21 - 6/30/22
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

						\$0
						\$0
Total Personal Services (including fringe benefits)						\$105,300
Supplies & Operating Expenses						
Item	Description of Item	Corresponding Activity in Project Work/ Implementation Plan	Rate	Quantity		Total Amount Requested from CDPHE
Meeting Costs	Costs associated with convening community coalition and stakeholder meetings including: facilitation, space rental, interpretation, child care, and food.		200.00	7		\$1,400
Office supplies	General supplies for two project staff		80.00	1		\$80
Equipment	Cell phone monthly service		45.00	12		\$540
Software	Virtual meeting software		200.00	1		\$200
Professional development trainings	Training for project staff to strengthen knowledge and skills to perform the work. Approximately one multi-day training and 1 single-day training.		500.00	1		\$500
						\$0
						\$0
Total Supplies & Operating Expenses						\$2,720
Travel						
Item	Description of Item	Corresponding Activity in Project Work/ Implementation Plan	Rate	Quantity		Total Amount Requested from CDPHE
Mileage	Mileage or transit fees for travel to meetings for Food Policy, required trainings, and professional development activities related		0.56	948		\$531
Lodging	Lodging to attend one conference (2 nights)		220	2		\$440
Meals	Meals while traveling to conference (3 days)		76	3		\$228
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total Travel						\$1,199

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/21 - 6/30/22
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Contractual					
Subcontractor Name	Description of Item	Corresponding Activity in Project Work/ Implementation Plan	Rate	Quantity	Total Amount Requested from CDPHE
	Training and technical assistance for policy capacity building and community leadership development		10000	1	\$10,000
	Consultant support for community engagement, capacity building, and action plan		40000	1	\$40,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total Contractual					\$50,000
SUB-TOTAL BEFORE INDIRECT					\$159,219

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/21 - 6/30/22
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Indirect		
Item	Description of Item	Total Amount Requested from CDPHE
Negotiated Indirect cost rate (Federal, State, or CDPHE)	CDPHE Negotiated Rate for 2021: 30.93% of total costs minus items identified as contractual; contractual items incur a 10% rate.	\$38,781
Indirect rate (other):		
Indirect (modified or additional base)		
Total Indirect		\$38,781
TOTAL		\$198,000



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	July 1, 2018 - June 30, 2022
Project Name	Food In Communities

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		84,217.00	94,500.00	96,595.00	105,300.00	\$380,612.00
						\$0.00
						\$0.00

Personal Services
Hourly Employees

Position Title	Description of Work					Total Amount Requested from CDPHE
						\$0.00
						\$0.00
Total Personal Services (including fringe benefits)		\$84,217.00	\$94,500.00	\$96,595.00	\$105,300.00	\$380,612.00

Supplies & Operating Expenses

Item	Description of Item					Total Amount Requested from CDPHE
Meeting		6800.00	4800.00	1400.00	1400.00	\$14,400.00
Office Supplies		160.00	160.00	80.00	80.00	\$480.00
Printing/copying		640.00	80.00	74.00		\$794.00
Equipment		1875.00		150.00	200.00	\$2,225.00
Prof Development Training		1250.00	1250.00	400.00	500.00	\$3,400.00
Cell phone				540.00	540.00	\$1,080.00
						\$0.00
						\$0.00
Total Supplies & Operating Expenses		\$10,725.00	\$6,290.00	\$2,644.00	\$2,720.00	\$22,379.00

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	July 1, 2018 - June 30, 2022
Project Name	Food In Communities

Travel						
Item	Description of Item					Total Amount Requested from CDPHE
mileage		1090.00	1160.00	580.00	531.00	\$3,361.00
Airfare		400.00	400.00			\$800.00
Lodging		2200.00	2200.00	440.00	440.00	\$5,280.00
Meals		690.00	690.00	207.00	228.00	\$1,815.00
Total Travel		\$4,380.00	\$4,450.00	\$1,227.00	\$1,199.00	\$3,788.49
Contractual						
Subcontractor Name	Description of Item					Total Amount Requested from CDPHE
Professional meeting facilitation		5,000.00				\$5,000.00
Training and technical assistance		10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
Consultant support		53,071.00	40,000.00	44,200.00	40,000.00	\$177,271.00
Total Contractual		\$68,071.00	\$50,000.00	\$54,200.00	\$50,000.00	\$222,271.00
SUB-TOTAL BEFORE INDIRECT		\$167,393.00	\$155,240.00	\$154,666.00	\$159,219.00	\$636,518.00

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	July 1, 2018 - June 30, 2022
Project Name	Food In Communities

Indirect						
Item	Description of Item					Total Amount Requested from CDPHE
CDPHE-approved indirect cost rate	2018 Approved indirect cost rate	37,597.00	35,920.00	36,494.00	38,781.00	\$148,792.00
Total Indirect						
TOTAL		\$204,990.00	\$191,160.00	\$191,160.00	\$198,000.00	\$785,310.00