

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 **THE GREENWAY FOUNDATION**, a Colorado nonprofit corporation, (the “Consultant” or “Foundation”), whose address is 1800 Platte St., Denver, CO 80202, jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated February 19, 2014, an Amendatory Agreement dated July 21, 2016, a [Second] Amendatory Agreement dated November 19, 2018, and a Third Amendatory Agreement dated May 20, 2019 (collectively, the “Agreement”) to retain the Foundation to continue efforts to advocate, lobby and fundraise on behalf of projects related to the South Platte River and surrounding tributaries.

B. The Parties wish to amend the Agreement to increase maximum amount, extend the term, amend subsection 5.06-No Discrimination in Employment, amend subsection 5.19-No Employment of Illegal Aliens and amend the scope of services.

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

1. All references to “...Exhibit A, A-1, A-2 and A-3” in the Agreement shall be amended to read: “...Exhibit A-1, A-2, A-3 and A-4” as applicable. The rate schedule marked as **Exhibit A-4** is attached to this Fourth Amendatory Agreement and becomes part of the Agreement.

2. Section 3 of the Agreement entitled **COMPENSATION, PAYMENT AND FUNDING**, subsection 3.05 (a) “Maximum Contract Amount; Funding.” is hereby deleted in its entirety and replaced with:

“3.05 Maximum Contract Amount; Funding.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **ONE MILLION THREE HUNDRED SIXTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$1,364,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

3. Section 4 of the Agreement entitled “**TERM AND TERMINATION**”, subsection 4.01 “Term.” is hereby deleted in its entirety and replaced with:

“4.01 Term. The Agreement will commence on **December 1, 2013** and will expire on **December 1, 2024**, unless sooner terminated or extended by written agreement. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager.”

4. Section 5 of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 5.06 “No Discrimination in Employment” is hereby deleted in its entirety and replaced with:

“5.06 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. Section 5 of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 5.19 “No Employment of Illegal Aliens to Perform Work Under the Agreement.” is hereby deleted in its entirety and replaced with:

“5.19 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.”

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.

Contract Control Number: FINAN-202161304-04 (Alfresco 201415058-00; 201415058-01; 201415058-002; 201415058-03)

Contractor Name: THE GREENWAY FOUNDATION

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: FINAN-202161304-04 (Alfresco 201415058-00; 201415058-01; 201415058-002; 201415058-03)

Contractor Name: THE GREENWAY FOUNDATION

By: 

Name: JAT SHOEMAKER
(please print)

Title: EXEC. DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4

Memo

From: Emily Snyder, Capital Planning Director

Date: 11/1/2021

RE: Update to 'Exhibit A – Consulting Rate Schedule (FINAN20141505)'



In alignment with the contract extension to the City of Denver's contract with the Greenway Foundation (FINAN20141505), a subsequent update to 'Exhibit A – Consulting Rate Schedule' will be made as described below. These updates are justified based on changes in personnel responsibilities and standard inflation. The adjustments described below will take effect January 1 with approval of the contract extension and capacity increase by Denver City Council.

Summary of Updates to Exhibit A – Consulting Rate Schedule

The Greenway Foundation

Decrease the rate of Other from \$200/hour to \$100/hour

Increase the rate of Administrative from \$75/hour to \$100/hour

Capital Representatives

Increase hourly rate of Administrative from \$75/hour to \$100/hour