

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 **MICHAEL’S OF DENVER CATERING INC.**, located at 5604 KENDALL CT ARVADA, Colorado, 80002 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 31, 2022, an Amendatory Agreement dated September 26, 2023, and a Second Amendatory Agreement dated May 15, 2024 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

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

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

1. Section 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **June 6, 2022** and will expire on **December 31, 2027** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor 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 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section E. (1) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**E. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION NINE HUNDRED EIGHT THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$3,908,544.25)** (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."

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

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

5. This 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:
Contractor Name:

SAFTY-202581011-03/Parent: SAFTY:202262981-03
MICHAEL'S OF DENVER CATERING INC.

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:


SAFTY-202581011-03 Parent: SAFTY-202262981-03
MICHAEL'S OF DENVER CATERING INC.

By: 

Name: Michael Sudak
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

INTRODUCTION/SCOPE OF WORK:

The City's Division of Community Corrections is seeking an organization to provide food services for its residential community corrections facilities, managed by The City.

Minimum Requirements:

The contractor, at minimum, will provide, perform, or furnish the following:

1. Three (3) meals per day per resident, 365 days per year without service interruption with a minimum of one hot meal per day.
2. A minimum of a 28-day menu rotation shall be utilized.
3. Food must be stored, prepared, and served in compliance with all state and local food safety guidelines, codes, laws, and regulations.
4. When developing menus, it shall be necessary to take into account the participant population served (men and women ages 18-65+) and provide adequate daily calories and nutrition through nutrient dense foods to support healthy eating patterns as defined by the Office of Disease Prevention and Health Promotion (ODPHP) Dietary Guidelines.
5. Products and services shall be delivered in a manner which aligns with a gender responsive, trauma informed residential environment.
6. A registered dietician and/or appropriately qualified person under state/federal school lunch guidelines shall review menus, once per year, or whenever menus are modified, to certify that they comply with the most recent nutritional requirements and caloric needs to support healthy eating patterns as defined by ODPHP Dietary Guidelines or any special diet requirements.
7. Provide and have policies/procedures/established practices for providing religious, medical, and special diets.
8. Proposed food preparation procedures shall include menus, special diets, quality assurance and production control.
9. Contractor shall understand and provide evidence that they can effectively manage security, safety, and sanitation of their employees and food prep area.
10. Demonstrated ability to scale operations up when new facilities become operational.

Tasks to be performed:

1. Food
 - a. Beef, veal, and lamb shall be a minimum of USDA "Good" for foods that are graded.
 - b. Poultry shall be a minimum of USDA "Grade A" for foods that are graded.
 - c. Canned fruits and vegetables shall be a minimum of USDA "Grade B".

- d. Frozen fruits and vegetables shall be a minimum of USDA "Grade B".
- e. Fresh produce shall be a minimum of USDA "No. 2".
- f. Dairy products, if used, shall be a minimum of USDA "Grade A". Minimum requirements of milk provided shall be one percent (1%) milk fat, protein fortified, low fat milk, with vitamin A and D added.
- g. Eggs shall be a minimum of USDA "Grade A" medium.
- h. Frozen fish and seafood must be a nationally distributed brand and packed under continuous government inspection.
- i. All other foods shall be of comparable quality.
- j. Coffee shall be caffeinated.

2. Menus (in addition to Minimum Requirements in B.1.a):

- a. The Contractor shall provide the following minimums for beverages: unlimited coffee for breakfast, one (1) milk for breakfast, one (1) fruit drink for lunch, and unlimited iced tea or fruit drink for dinner.
- b. Appropriate condiments including, but not limited to, whipped margarine/butter, mayonnaise, mustard, jelly, sugar, sugar substitute, salt, and pepper, that are provided shall be listed on the proposed menus.
- c. Sack lunches may be requested for the entire population of each facility due to maintenance or security restrictions. Provide a sample menu for sack lunches in these situations.
- d. The City shall have final approval on all menus and any subsequent changes.
- e. Any proposed changes to the planned menu shall be presented in writing to the Program Manager or designee of the facility for approval and documented on the menu in the kitchen after approval.
- f. All food portion sizes shall be measured by the cooked weight or shall be specifically identified as raw weight.
- g. Documentation of menus, as they are actually served, must be maintained, and provided weekly to the Program Manager or designee of the facility.
- h. The Contractor must provide any proposed menu substitutions, and the reason for the substitution, for both regular and special diet meals, in writing, to the City for approval.
- i. The City shall have the right to have an unaffiliated registered dietitian review the menus and preparation practices to ensure dietary needs are met or exceeded.
- j. All menus must include an ethnic variety of options that are reflective of the facility's population.
- k. Medical diets shall be available upon medical authorization. The medical diet requirements shall be furnished to the Contractor in writing and should conform as closely as possible to the food served to the remainder of the facility. Special diets including, but not limited to, medical diets, may require different calorie counts.
- l. Religious diets shall be available upon authorization by the Program Manager or designee. Religious diets should conform as closely as possible to the food served to the remainder of the facility.
- m. Special Holiday menus shall be approved by the Contract Administrators

3. If food preparation is performed offsite
 - a. Meals will be fully prepared offsite following all required food safety regulations, including the maintenance of appropriate temperatures throughout transportation.
 - b. Meals prepared offsite will be delivered to the Denver Community Corrections facility by Contractor.
 - c. Contractor will provide training and/or instruction to Denver Community Corrections staff for appropriate reheating procedures.
 - d. Meals will be delivered within adequate timeframes so as to not disrupt or impede the ability to serve meals in accordance with facility meal schedules.
4. Conduct (If contractor plans on having personnel preparing food and/or working onsite at a Denver Community Corrections residential facility)
 - a. Contractor employees shall be advised that working in a correctional environment has inherent risks and participant in training to mitigate risk of harm to self or others as part of the onboarding process.
 - b. No contractor employee under the influence of alcoholic beverages or drugs is allowed inside the facilities and this behavior is subject to disciplinary action. Alcoholic beverages and tobacco are not brought into the facility or be held on facility grounds.
 - c. Contractor employees follow instructions of on-shift supervisors and comply with the policy regarding facility emergency procedures.
 - d. Contractor employees shall not fraternize with, become involved with, or share personal information with participants.
 - e. Contractor Employees will not bring any item defined as major contraband into the facility. All personal items shall always be locked or secured.
5. Training
 - a. Contractor employees must, at the time of hire and annually thereafter, attend annual training on Rape Elimination Act (PREA)
6. Reporting
 - a. The invoices are submitted on weekly. The Contractor provides statistics of meals served including a breakdown of sack lunches, medical diets, and religious diets with the weekly invoice.
 - b. The Contractor shall maintain an up-to-date list of Contractor employees and contact numbers accessible by the Program Manager
 - c. The City shall have the unfettered right to monitor Contractor's work in every respect. In this regard, Contractor shall provide its full cooperation, and ensure the cooperation of its employees, agents, and subcontractors. Further, Contractor shall make available for inspection, and/or copying when requested, original timesheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to Contractor's work and performance during the Contract period. In the event Contractor does not hold such material in its original form, a true copy shall be provided. All parties agree that the Contractor is subject to accuracy checks from a third-party auditor for purposes of programmatic, performance and financial audits.
7. Emergencies
 - a. The Contractor shall have a disaster recovery response policy and plan in place for instituting contingency plans to provide adequate and acceptable continued food services

- to all facilities in the event of unforeseen emergency situations including, but not limited to, power failure, fire, riot, lockdown, or labor strikes, that would preclude normal operations. This documentation should include a field kitchen or alternative-cooking plan.
- b. The Contractor shall be responsible for the preparation, supervision, and delivery of meals during emergencies.
 - c. The Contractor shall have an approved menu and available inventory for meals that may be distributed during a medically required quarantine or isolation situation.
8. Sanitation and Safety
- a. The Contractor shall obey all federal, state, and local laws and ordinances regarding health, sanitation, and safety.
 - b. Sanitation inspections are conducted at random dates and times by DDPHE throughout the year. The Contractor is expected to maintain a standard of compliance that enables the facility to obtain the highest possible rating. The lowest acceptable Risk Index Rating is "GOOD".
 - c. Any deficiencies noted by DDPHE must be corrected immediately. The Manager or Designee is notified of any deficiencies, including deficiencies requiring City assistance to solve.
9. Locations/Sites
- a. The contractor will provide services at multiple locations. These include:
 - i. Continuing Service to existing sites
 - Tooley Hall AKA Project: Elevate: 4280 Kearney Street, Denver, CO 80216 with meal service for up to 60 meals per meal service.
 - MOORE Center 570 W 44th Ave, Denver, CO 80216 with meal service for up to 90 meals per meal service.
 - b. Any new facility established by Denver Community Corrections during the current contract period.
10. Price Increases
- Price adjustments may occur no more than once per calendar year on and shall be limited to an increase not exceeding the percentage change in the USDA Consumer Price Index (CPI) for the corresponding period. Any such adjustments will be communicated in writing at least 30 days prior (12/1/2026) to implementation and shall not be applied retroactively.

At no time during the period of this agreement shall the total exceed \$3,908,544.25.