

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CALDERON HISPANIC MARKETING, LLC**, a Colorado limited liability company, whose address is 12234 W. Ken Caryl Cir Apt 304, Littleton, CO 80127 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 8, 2021 (the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A.

B. The Parties wish to amend the Agreement to extend the Term, and to make such other amendments herein set forth.

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

1. All references to “Exhibit B” in the Agreement shall be amended to read: “Exhibit B and Exhibit B-1”. Exhibit B-1 is attached hereto and incorporated herein by this reference.

2. Section 4 of the Agreement entitled **TERM AND TERMINATION** Sub-section 4.01 entitled **Term** is amended to read as follows:

“**4.01. Term.** The term of this Agreement shall commence on January 15, 2021 and shall expire on January 14, 2026, unless sooner terminated or extended by written amendment. 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 Director. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

3. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.06 entitled **No Discrimination in Employment** is hereby deleted in its entirety and replaced with:

“**6.06. 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.”

4. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.19 of the Agreement entitled **No Employment of Illegal Aliens to Perform Work Under the Agreement** is hereby deleted in its entirety.

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

6. 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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[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202369332-01 [202056632-01]
Contractor Name: CALDERON HISPANIC MARKETING LLC

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:

DOTI-202369332-01 [202056632-01]
CALDERON HISPANIC MARKETING LLC

By:  _____
5F58387CF0794BB...

Name: Janina C Ferguson
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

PRIME TEAM MEMBERS

Prime: Calderon Advertising & Public Relations

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Administrative Assistant	Administrative	\$98
Audio/Video Producer	Creative direction and content development for social media and traditional media videos and Audio.	\$175
Bilingual Community Outreach Support (English/Spanish)	Staff public meetings, events, and festivals	\$135
Creative Director	Creative direction and copywriting for public engagement, collateral materials, website design, and Copywriting.	\$160
Web/Graphic Designer	Design marketing/collateral materials and websites	\$135
Media Relations	Develop and distribute articles, social media content, media releases, media alerts, talking points, press conferences, etc.	\$175
Public Involvement Manager	Planning and implementation of public engagement/involvement and marketing campaigns. Lead community outreach and partnership building efforts.	\$185
Strategic Communications and Research Lead	Strategic communications planning, mediation, research, technical writing, meeting facilitation, strategy meetings, development of best practices, frameworks, guidelines, processes, manuals, etc.	\$235
Strategic Communication Support	Assist the Strategic Communications Lead	\$185
Translator/Interpreter	English/Spanish written and oral translations (simultaneous and consecutive interpretations).	\$135

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Exhibit B-1

REIMBURSABLE EXPENSES

Prime: Calderon Advertising & Public Relations

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.68</u> / each
Copies (8 1/2 x 14")	\$ <u>0.85</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

Exhibit B-1

SUB TEAM MEMBERS

Sub: Sky to Ground LLC

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
President	Oversee all key decisions and operations	\$178
Project Manager	Management of specific projects and deliverables	\$128
Administrative Services	Project support and administrative functions	\$98

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Exhibit B-1

REIMBURSABLE EXPENSES

Sub: Sky to Ground LLC

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Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.25/ each
Copies (8 1/2 x 14")	\$.50/ each
Red-line copies	\$ 1.00 S.F.
Reproducibles	\$1.00/ page