

## REVIVAL AND SIXTH AMENDATORY AGREEMENT

**THIS REVIVAL AND SIXTH AMENDATORY AGREEMENT** is entered into by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **EARTH FORCE, INC.**, a Delaware non-profit corporation, formerly known as **FRONTRANGE EARTH FORCE**, a Colorado non-profit corporation with an address of 2555 West 34th Avenue, Denver, Colorado 80211(the “Consultant” or “Contractor”).

### RECITALS

- A. The City and Consultant entered into an Agreement dated February 20, 2007, a Revival and First Amendatory Agreement dated April 21, 2009, a Revival and Second Amendatory Agreement dated May 18, 2010, a Third Amendatory Agreement dated February 4, 2011, a Fourth Amendatory Agreement dated January 27, 2012 and a Revival and Fifth Amendatory Agreement dated June 21, 2013 to provide a water quality educational program (the “Agreement”).
- B. On December 2, 2010 a Statement of Merger was filed with the Colorado Secretary of State indicating that FrontRange Earth Force, a Colorado non-profit corporation, merged with Earth Force, Inc., a Delaware non-profit corporation, the surviving entity.
- C. The Agreement expired December 31, 2013, and the Consultant has continued to complete work in progress with the Manager’s authorization.
- D. The City and the Consultant wish to revive and amend the Agreement to provide a water quality educational program, to extend the term of the Agreement for an additional six months, and to increase the total compensation to be paid for such extended term.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement, entitled “**WORK TO BE PERFORMED**”, is amended to read as follows:

“1. **WORK TO BE PERFORMED**: The Contractor will provide a water quality educational program targeting neighborhood organizations, pet owners, schools and youth focusing on the identification of major environmental challenges affecting water quality (the “Program”). Specifically, the Program will consist of student service learning projects and outreach, professional development training and ongoing support for educators and community outreach, all in accordance with **Attachment A**

**Water Quality Program Proposal**, attached and incorporated by reference, as supplemented by **Attachment A-1 2009 Education and Outreach Scope for Front Range Earth Force**, attached and incorporated by reference, **Attachment A-2 2010 Education and Outreach Scope for Front Range Earth Force**, attached and incorporated by reference, **Attachment A-3 2011 Education and Outreach Scope for Earth Force, Inc.**, attached and incorporated by reference, **Attachment A-4 2012 Education and Outreach Scope for Earth Force, Inc.**, attached and incorporated by reference, **Attachment A-5 2013 Education and Outreach Scope for Earth Force, Inc.**, attached and incorporated by reference and **Attachment A-6 2014 Education and Outreach Scope for Earth Force Inc.**”

2. Paragraph 3 of the Agreement, entitled “**TERM OF AGREEMENT**”, is amended to read as follows:

“3. **TERM OF AGREEMENT**: The term of the Agreement shall commence on January 1, 2007 and terminate June 30, 2014.”

3. Subparagraphs A and D of Paragraph 5, entitled “**PAYMENT**”, are amended to read as follows:

“5. **PAYMENT**:

**A.** The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for completion of the Program and all the items of work contained in this Agreement, Attachment A, Attachment A-1, Attachment A-2, Attachment A-3, Attachment A-4, Attachment A-5 and Attachment A-6 a sum not to exceed Seven Hundred Twenty-Six Thousand Six Hundred Dollars and no cents (\$726,600.00)

**D. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **SEVEN HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED DOLLARS and no cents (\$726,600.00)**. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Denver City Council for the purpose of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

4. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in

each and every particular.

5. This Revival and Sixth Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

[Balance of page is blank; signatures follow on next pages.]

**Attachment A-6**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-CE71037-06

**Contractor Name:** EARTH FORCE, INC.

By: 

Name: Lisa Bardwell  
(please print)

Title: President / CEO  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# **ATTACHMENT A-6**

<b>KEEP IT CLEAN - 2014 (January through June) Education and Outreach Scope for Earth Force Inc</b>						
<b>Objective 1: Provide Educational Activities to Promote Public Reporting of Illicit Discharges and Improper Disposal</b>						
#	Target	Due	EF cost	Goal/Objectives	Itemized Cost Explanation	Notes
1.1	Generate potential media interest and story(s) to promote public reporting; self-posted stories/social media opps.	Ongoing		1. Work with Public Works Communication team to identify and secure news media outlets for KIC 2. Goal for 2014: Generate potential media for 2 targeted events (EF Youth projects, SPREE Force water festival, River Clean up day, etc.) 3. Produce at least 3 supporting articles for Denver Public Works 4. Promote Keep It Clean within City and County of Denver (Public Works, Webb building, social media, intradepartmental newsletters, etc) 5. produce annual report	EF + PW Communications liaison: \$25/hour * 15 hours/week * 26 weeks/year = \$9750 (earmarked for renewed contract with Lydia Hooper)-----EF admin costs = \$875 ----- translation costs = \$750-----contingency = \$125	Update and implement KIC 2014 communications plan, which includes identifying media outlets to generate KIC-related stories; continuing communications liaison to manage communications coordination between Earth Force and Public Works; person hired by Earth Force, housed at Public Works for one day per week
			\$11,500.00			
1.2	Expand program visibility by providing outreach to Spanish-language news media	Ongoing		2 targeted news releases in Spanish and/or backgrounders during the program period		Viva Colorado, North Denver Tribune, North Denver News and other Spanish or dual language publications
			\$1,250.00			
1.3	Generate potential news media stories and social media interest about student-based activities and projects as a result of Objective 3	Ongoing		1. Build opportunities for recognition within the Denver government communications channels. 3. Explore City Council Resolution and/or Mayoral Proclamation if/when appropriate (e.g. WWMD) 4. Explore possibility of byline articles/photo placement in CSA's Spotlight, a monthly newsletter for City employees (2 per year) 5. Byline article/photo placement in Public Works "In the Works" newsletter for Public Works employees, Greenprint newsletter (2 per year) 6. Outreach communicated by EF social media 7. Video recording KIC project stories for social media and potentially news media 8. Tracking value of media monitoring--reporting number of impressions and media coverage value estimations		EF provides content, distribution by City/PW; costs included in Section 1.1 line item
			\$0.00			
1.4	Provide peer-reviewed background information on pollutants in Denver's watershed	Ongoing		Produce at least 1 backgrounder fact sheets that are scientifically vetted to provide easy-to-understand information on <i>E. coli</i> , other pollutants of concern, and the South Platte watershed		Sets of fact sheets to be posted and distributed to news media lists and other interested parties
			\$1,500.00			
		Subtotal:	\$14,250.00		\$14,250.00	

<b>Objective 2: Provide Public Educational Activities to Promote Proper Management and Disposal of Potential Pollutants</b>						
#	Target	Due	EF cost	Goal/Objectives	Itemized Cost Explanation	Notes
2.1	Participation in public community events via education booth display--to include interactive elements and collateral	Ongoing	\$1,500.00	1) Display at a minimum of 4 public events. Work in parallel with Public Works efforts. 2) Develop and maintain criteria for event attendance/material distribution 3) Coordinate an annual field trip for students and key influentials (e.g. City Council members, school board, Public Works employees, industrial representatives) around water quality/KIC (WWMD)		Events may include: Youth Summit, Duck Derby (representing PW, EF/KIC), Denver's Earth-day Event, SPREE Force water festival, neighborhood/school Earth Day events, city events, and World Water Monitoring Day.
2.2	Support and participate in South Platte River water quality activities and/or functions	Ongoing	\$4,000.00	1) Maintain relationship with River Sweep partners and highlight KIC work 2) Engage in relevant Colorado watershed group effort. To be approved by PW prior to attending.		Inform state-level water professional committees of KIC work in Denver
		<b>Subtotal:</b>	<b>\$5,500.00</b>		<b>\$5,500.00</b>	
<b>Objective 3: Provide E. coli Education and Outreach</b>						
#	Target	Due	EF cost	Goal/Objectives	Itemized Estimated Costs	Notes
3.1	Community and School-based water quality/non point source pollution programming	Ongoing	\$13,250.00	1) Implement program in 5 schools w\ primary focus on public and private schools in priority Basins. 2) Provide 3 water quality-related field trips. 3) Coordinate VAC truck and/or Green sweeper visits. 4) Train 15 educators and community partners in Earth Force/KIC. 5) Maintain KIC curricular resources for teachers and partners. 6) Maintain a network of local water quality experts.	\$11,250 - EF staffing \$2,000 - workshops	
3.2	Implementation of KIC-NET (Keep It Clean - Neighborhood Environmental Trios) programming, through management of EPA Urban Waters grant and City and County of Denver matching funds.	Ongoing	\$15,000.00	1. Maintain 10 KIC-NET sites 2. utilize and update KIC-NET toolkit, containing sequenced and integrated educational activities, water quality testing equipment and supplies, and Colorado water resources. Each site's toolkit will contain site-specific content 3. Correlate and align KIC-NET toolkit to DPS curriculum and state/national educational standards (e.g., Guidelines for Excellence in Environmental Education, Next Generation Science Standards, and Common Core State Standards 4. Assist and oversee implementation of KIC-NET at all sites 5. provide professional development (workshops and partner forums) to partners from DPS schools, Denver Parks & Rec and other community & government partners 6. Coordinate with Denver Parks and Rec rangers and other personnel 7. Evaluate effectiveness of KIC-NET and report evaluation findings	\$13,000 - EF staffing \$2,000 - workshops	KIC-NET Kickoff EPA grant funding period ends June 2014



<b>Objective 3: Provide E. coli Education and Outreach (cont.)</b>						
3.3	Implement and support SPREE Force program and regional partner coordinated activities (Town of Sheridan, CC Stewardship Partner, Groundwork, and ELK)	Ongoing, South Platte and Cherry Creek programming		1. Continue summer KIC programming with high school River Rangers and students they teach. 2. Summer career connections fair/guest speakers with River Rangers training. 3. Programming with SPREE, through all of their educational offerings. 4. Sponsor Kids Free Fishing Day. 5. KIC messages integrated into SPREE Field trips as well as providing KIC collateral materials for SPREE participants. 6. Training SPREE staff members and SPREE teachers on KIC program model.	\$6,150 - SPREE subcontract \$5,150 - EF staffing	Increase KIC messages received by students through partner educational offerings to strengthen understanding and connection to South Platte River watershed and E.coli sources.
			\$11,300.00			
3.5	Strategic Business Plan Development and Strategic Funding Plan Development	Ongoing		Participate in business planning meetings, approximately monthly, for the purpose of outlining and producing a strategic business plan and funding model for KIC-NET.	\$7,000 - EF staffing + consulting \$700 - meeting costs (including parking, refreshments, possible prototype collateral)	Earth Force serves as facilitator, convener, and non-profit education model subject matter expert. School district and regional partners may be invited to participate as well.
			\$7,700.00			
3.6	Material support and equipment for KIC programming				\$1,000 - materials	water quality monitoring kits, macro-invertebrate collecting tools, transportation for students, food for volunteers, rental charges, marketing, printing, etc.
			\$1,000.00			
		<b>Subtotal:</b>	<b>\$48,250.00</b>		<b>\$48,250.00</b>	
<b>Objective 4: Evaluation of Keep It Clean Program</b>						
#	Target	Due	EF cost	Goal/Objectives	Itemized Estimated Costs	Notes
4.1	Evaluation of KIC	Ongoing		1) Use existing Earth Force student, educator and community partner assessments to evaluate civic efficacy, civic engagement and 21st century skills in 200 students participating in KIC program. 2) Collaborate with higher ed partners for more qualitative evaluation of KIC.	\$4,000 - subcontracted to Brandeis University, as a third-party evaluator	For KIC classrooms, preferred minimum sample is 200 students; KIC-NET will be evaluated with the same instrument as well as by an outside, higher education group.
			\$4,000.00			
		<b>Subtotal:</b>	<b>\$4,000.00</b>		<b>\$4,000.00</b>	
		<b>Total:</b>	<b>\$72,000.00</b>			