

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 and a Third Amendatory Agreement dated February 4, 2011 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 City and the Consultant wish to amend the Agreement to extend the term of the Agreement for an additional year, increase the total compensation to be paid for such extended term and update insurance and illegal alien provisions of the contract.

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, and **Attachment A-4 2012 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 December 31, 2012.”

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 and Attachment A-3 a sum not to exceed Five Hundred Twenty-Four Thousand Eight Hundred Dollars and no cents (\$524,800.00)

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 **FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS and no cents (\$524,800.00)**. 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 Fourth Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

Attachment A-4

Contract Control Number: PWADM-CE71037-03

Vendor Name: FRONTRANGE EARTH FORCE

By: LSB

Name: Lisa Bardwell
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

Vendor Name:

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 _____



ATTACHMENT A-4

2012 Education and Outreach Scope for Earth Force, Inc.

KEEP IT CLEAN - 2012 Education and Outreach Scope for Earth Force Inc - Objectives 1-4						
City and County of Denver Public Works						
Objective 1: Provide Educational Activities to Promote Public Reporting of Illicit Discharges and Improper Disposal						
#	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	\$9,000.00	1. Work with Public Works Communication team to identify and secure news media outlets for KIC 2. Goal for 2012: Generate potential media for 3 targeted events (EF Youth Summit, SPREE Force water festival, World Water Monitoring Day, River Clean up day, etc. 3. Produce 4-6 supporting articles for Denver Public Works) 4. Promote Keep It Clean within City and County of Denver buildings (Public Works, Webb building, etc) 5. Nominate partner organizations for CDPHE's Environmental Leadership Program to recognize achievements 6. Produce an annual report	EF + PW Communications Intern: \$12/hour * 20 hours/week * 48 weeks/year = \$11,520 (factored out one month for transition between semesters, etc.)-----EF admin costs @ 15% = ~\$1750 ----- translation costs = ~\$1,500----- --contingency = \$230	Identify specific media outlets to generate KIC-related media; Hire communications intern to manage communications coordination between Earth Force and Public Works; intern will be hired by Earth Force, housed primarily at Public Works with at least a portion of one day per week at Earth Force
1.2	Expand program visibility by providing outreach to Spanish-speaking media (TV, radio, etc.)	Ongoing	\$2,500.00	4 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
1.3	Generate potential news media stories and social media interest about student-based activities and projects as a result of Objective 3	Ongoing	\$0.00	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 taping 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; was previously included as Section 3.4 of 2011 Scope

1.4	Provide peer-reviewed background information on pollutants in Denver's watershed	Ongoing	\$3,500.00	Produce a series of 2 or 3 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; explore pushing fact sheets out using PRWeb
		Subtotal:	\$15,000.00		\$15,000.00	

Objective 2: Provide Public Educational Activities to Promote Proper Management and Disposal of Potential Pollutants

#	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	\$3,000.00	1) Display at a minimum of 8 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	\$2,000.00	1) Maintain relationship with River Sweep partners and highlight KIC work 2) Engage in relevant Colorado Water 2012 efforts		Inform Water 2012 committee of KIC opportunities and cross-market all Denver events
		Subtotal:	\$5,000.00		\$5,000.00	

Objective 3: Provide E. coli Education and Outreach

#	Target	Due	EF cost	Goal/Objectives	Itemized Estimated Costs	Notes
3.1	Community and School-based water quality/non point source pollution programming	Ongoing	\$26,500.00	1) Implement program in 10 schools w\ primary focus on public and private schools in priority Basins. 2) Provide 5-7 water quality-related field trips. 3) Coordinate 8 VAC truck and/or Green sweeper visits. 4) Train 40 educators and community partners in Earth Force/KIC. 5) Maintain a KIC curriculum for teachers and partners. 6) Maintain a network of local water quality experts.	\$24,500 - EF staffing \$2,000 - workshops	

3.2	Develop KIC programming, through piloting of Outdoor Classroom concept.	Ongoing		<ol style="list-style-type: none"> 1. Develop outdoor classroom concept into a demonstration pilot 2. Produce educational-interpretive outdoor classroom tool kit with site-specific content 3. Align outdoor classroom pilot activities to support DPS curriculum 4. implement demonstration pilot at 4 or 5 sites 5. provide training to partners from DPS schools, Denver Parks & Rec and other community & government partners 6. Coordinate with Denver Parks and Rec rangers and other personnel, assuming 10-15 meetings 7. Evaluate effectiveness of demonstration pilot 	\$28,000 - EF staffing \$2,000 - workshops	Initial identification of pilot sites are: 1) Far NE--Green Valley Ranch Town Center Park and Recreation Center + Omar D. Blair Charter and Martin Luther King Junior College; 2) SE--Cook Park and Recreation Center + Place Bridge Academy; 3) NW--Berkley Lake Park and Scheitler Recreation Center + Centennial K-8 and Skinner Middle School; 4) Harvey Park and Recreation Center + Kunsmiller Creative Arts Academy K-12 and West Denver Prep-Harvey Park; 5) Near NE--Globeville Landing Park, Globeville Rec Center + a school involved in the Youth Engagement Zone (closest school is Garden Place Academy)	
3.3	Implement and support SPREE Force program and SPREE Force Water Festival	Ongoing, Festival in Summer	\$30,000.00	<ol style="list-style-type: none"> 1. Continue summer KIC programming with high school River Rangers, and the 1st-6th grade students they teach. 2. Summer career connections fair/guest speakers with River Rangers training. 3. Programming with SPREE Squads lead by parents/community members (reaching 85 campers). 4. Coordinate water festival with SPREE Squads, River Rangers, etc. 5. Use logic model to provide evaluation report on behavior changes from KIC messages. 6. KIC messages integrated into SPREE Field trips (10 DPS schools). 7. Training SPREE staff members and SPREE teachers on KIC program model. 	\$11,300 - SPREE subcontract \$10,000 - EF staffing \$1,300 - translation of materials	Translation to Spanish (as necessary) of materials, copies, passports for SPREE Squads, curriculum development/revisions, student scholarships for camps, supplies, staff time. Overall idea -- increase experiences with students through SPREE field trips and strengthen deeper understanding and connection to South Platte River/KIC by consistent programming, while minimizing dual coverage of schools--target is to reach up to 20 schools	
3.5	Improve KIC key messaging and branding through a marketing-communications working group (building on subcommittee of Public Works, Environmental Health, Parks and Rec, Denvergov, Greenprint Denver, etc. personnel)	Ongoing	\$22,600.00	<ol style="list-style-type: none"> 1) Coordinate bi-monthly interdepartmental committee meetings related to Keep It Clean with City of Denver stakeholders (Public Works, Parks & Rec, Greenprint/Mayor's Office). 2) Goals of conversations include: leverage expertise in each department to enhance KIC branding/messaging; promote inter-departmental connectivity in water-related programming 	\$3,800 - EF staffing + consulting \$2,700 - meeting costs (including parking, refreshments, possible prototype collateral)	Earth Force will serve as facilitator, convener, and note-taker in monthly meetings. School district may be invited to participate as well. Website will be developed from separate budget	
			\$5,500.00				

3.6	Material support and equipment for KIC programming		\$3,200.00		\$3,200 - materials	water quality monitoring kits, macro invertebrate scooping tools, transportation for students, food for volunteers, rental charges, marketing, printing. etc.
		Subtotal:	\$87,800.00		\$87,800.00	
Objective 4: Evaluation of Keep It Clean Program						
#	Target	Due	EF cost	Goal/Objectives	Itemized Estimated Costs	Notes
4.1	Evaluation of KIC	Ongoing	\$9,000.00	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 partner (reaching out to DU's community-based research program) to evaluate effectiveness of outdoor classroom pilot program.	\$5,000 - subcontracted to Brandeis University, as a third-party evaluator	For KIC classrooms, preferred minimum sample is 200 students; instrument will be modified to contain KIC specific questions; outdoor classroom pilot demonstration will be evaluated separately, perhaps by University of Denver.
		Subtotal:	\$9,000.00		\$9,000.00	
		Total:	\$116,800.00			Same total as 2011 KIC Scope