

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRI-COUNTY HEALTH DEPARTMENT**, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, doing business at 6162 S. Willow Drive, Greenwood Village, Suite 100, Colorado 80111 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 23, 2019, and a First Amendatory Agreement dated January 15, 2020 (collectively, the “Agreement”) to provide the services described in the scope of work.

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

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

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **July 1, 2018**, and will expire on **June 30, 2021** unless extended in accordance with the terms of the Agreement (the “Term”). The term of this Agreement may be extended by the City up to and including five (5) years from the date of final execution under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant 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 4 of the Agreement entitled “**Compensation and Payment**” Sub-section d. (1) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$587,310.00)** (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 Consultant beyond that specifically described in **Exhibit A**.

Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.”

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

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

5. This Second 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: ENVHL-202055654-02 / ALF 201842560-02
Contractor Name: TRI-COUNTY HEALTH DEPARTMENT

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:

ENVHL-202055654-02 / ALF 201842560-02
TRI-COUNTY HEALTH DEPARTMENT

By: _____
DocuSigned by:
Jennifer L. Ludwig, MS
6E55D23905AC43E...

Name: _____
Jennifer L. Ludwig, MS
(please print)

Title: _____
Deputy Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/20 - 6/30/21
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Expenditure Categories						
Personal Services Salaried Employees						
Position Title/Employee Name	Description of Work	Corresponding Activity in Project Work/ Implementation Plan	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Food Policy Coordinator	Food Policy Coordinator will serve as the program manager for the food policy work including developing and managing work plans, facilitating program meetings, conducting program research, compiling reports. This position will support the development of a food policy council, neighborhood assessments, pilot project implementation, policy change initiatives, and grant administration		\$71,552.00	\$25,043	100%	\$96,595
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Personal Services Hourly Employees						
Position Title/Employee Name	Description of Work	Corresponding Activity in Project Work/ Implementation Plan	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
						\$0
						\$0
						\$0
						\$0
						\$0

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/20 - 6/30/21
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

						\$0
						\$0
						\$0
						\$0
Total Personal Services (including fringe benefits)						\$96,595
Supplies & Operating Expenses						
Item	Description of Item	Corresponding Activity in Project Work/Implementation on Plan	Rate	Quantity		Total Amount Requested from CDPHE
Meeting Costs	Costs associated with convening community coalition and		1400.00	1		\$1,400
Office supplies	General supplies for one project staff		80.00	1		\$80
Printing/copying	Printing of materials for food policy council activities and partner		74.00	1		\$74
Equipment	New computer work station equipment		150.00	1		\$150
Professional development trainings	Training for project staff to strengthen knowledge and skills to perform the work. Approximately one multi-day training or 2 single day trainings.		400.00	1		\$400
Communication	Cell Phone Cost		45.00	12		\$540
						\$0
Total Supplies & Operating Expenses						\$2,644
Travel						
Item	Description of Item	Corresponding Activity in Project Work/Implementation on Plan	Rate	Quantity		Total Amount Requested from CDPHE
Mileage	required trainings, and professional development activities related to the work for the two project staff		0.575	1008		\$580
Lodging	Lodging to attend in-state conference or training		220	2		\$440
Meals	Meals while traveling to in-state conference or training		69	3		\$207
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total Travel						\$1,227

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/20 - 6/30/21
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Contractual					
Subcontractor Name	Description of Item	Corresponding Activity in Project Work/ Implementation Plan	Rate	Quantity	Total Amount Requested from CDPHE
	Training and technical assistance for policy capacity building and community leadership development		10000	1	\$10,000
	Consultant support for community engagement, capacity building, and action plan		44200	1	\$44,200
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total Contractual					\$54,200
SUB-TOTAL BEFORE INDIRECT					\$154,666

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing #

Contractor Name	Tri-County Health Department
Budget Period	7/1/20 - 6/30/21
Project Name	

Program Contact Name, Title, Phone and Email	
Fiscal Contact Name, Title, Phone and Email	

Indirect						
Item	Description of Item					Total Amount Requested from CDPHE
Negotiated Indirect cost rate (Federal, State, or CDPHE)	2020 negotiated rate, 30.93% all costs excluding contractual. Contractual costs at 10%.					\$36,494
Indirect rate (other):						
Indirect (modified or additional base)						
Total Indirect						\$36,494
TOTAL						\$191,160