

FIRST AMENDATORY INTERGOVERNMENTAL AGREEMENT

This **FIRST AMENDATORY INTERGOVERNMENTAL AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO**, a body corporate and politic, with an address of 1860 Lincoln Street, 11th Floor, Denver, Colorado 80203, (hereinafter referred to as “DPS”), (collectively, “the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 1, 2016, (the “Agreement”) to contract with DPS to perform such services as an independent contractor and to assist City in operating a school crossing guard program at various schools within the City, as set forth on Exhibit A, 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, amend paragraph 2, Coordination and Liaison, amend paragraph 8, Examination of Records, add paragraph 23, No Employment of Workers without Authorization to Perform Work under the Agreement; and add paragraph 24, No Discrimination in Employment.

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

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

“**2. COORDINATION AND LIAISON:** DPS agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Manager of the Department of Transportation and Infrastructure (DOTI), or as otherwise directed by the City. DPS understands that the DOTI Manager is the City’s representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated. All records, data, specifications and documentation prepared by DPS under this Agreement, when delivered to and accepted by the DOTI Manager shall become the property of the City. DPS also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation

of any of the services required hereunder, in order to coordinate the performance of services by DPS in accordance with the terms of this Agreement.”

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

“**3. TERM:** The term of the Agreement shall commence on **January 1, 2016**, and terminate on **June 30, 2022** (the “Term”).”

3. Section 4 of the Agreement entitled “**PAYMENT:**” is hereby deleted in its entirety and replaced with:

“**4. PAYMENT:** DPS agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all of the items of work contained in this Agreement sums necessary to reimburse DPS for salaries and fringe benefits paid to crossing guard employees by DPS and supplies provided to crossing guard employees, which are approved in advance by the City, up to **ONE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$177,800.00)** per year during the term of this Agreement, not to exceed a total of **ONE MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS AND TWENTY-THREE CENTS (\$1,168,759.23)** during the term of this Agreement. Funds will be dispersed in appropriate semi-annual increments, upon approval of properly executed invoices. Such invoices shall be in form acceptable to the City, with appropriate documentation, including time sheets, payroll and other backup information which may be pertinent in light of the nature of services to be performed under this Agreement, and showing services performed within the period for which the payment is requested and addressing the completion of all applicable project milestones. 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 Treasurer of the City.”

4. Section 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“**8. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to DPS’s performance pursuant to this Agreement,

provision of any goods or services to the City, and any other transactions related to this Agreement. DPS shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.”

5. Section 23 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is added to the Agreement as follows:

“23. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. DPS certifies that:

i. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to DPS that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the

E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. DPS shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. DPS is liable for any violations as provided in the Certification Ordinance. If DPS violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, DPS shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying DPS from submitting bids or proposals for future contracts with the City.”

6. Section 24 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is added to the Agreement as follows:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, DPS 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. DPS shall insert the foregoing provision in all subcontracts.”

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

8. This First Amendatory Intergovernmental 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:

DOTI-202161054-1 (201525324-1)
SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202161054-1 (201525324-1)
SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO

By:  _____
BEB5E2B2E2BC411

Name: Jeremiah Johnson
(please print)
Title: Director Grants Administration
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)