

FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JEFFERSON COUNTY PUBLIC HEALTH**, doing business at 645 Parfet Street, Lakewood, Colorado 80215 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 30, 2018, an Amendatory Agreement dated May 24, 2019, a Second Amendatory Agreement dated December 13, 2019, a Third Amendatory Agreement dated December 23, 2020, and a Fourth Amendatory Agreement dated December 15, 2021, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

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 term of this Agreement shall commence on **July 1, 2018**, and shall terminate on **June 30, 2023**, 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**” Subsection 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 **NINE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND SIXTY-FOUR CENTS (\$962,653.64)** (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, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are hereby deleted in its entirety and replaced with **Exhibit A-5, Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are changed to **Exhibit A-5**.

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

5. This Fifth 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-202264717-05 [201842561-05]
Contractor Name: JEFFERSON COUNTY PUBLIC HEALTH

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

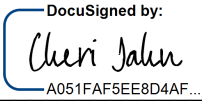
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202264717-05 [201842561-05]
JEFFERSON COUNTY PUBLIC HEALTH

By:  _____

Cheri Jahn

Name: _____
(please print)

Title: Board of Health President

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-5



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing #

Contractor Name	Jefferson County Public Health
Budget Period	July 1, 2022 - June 30, 2023
Project Name	CCPD Food in Communities

Program Contact Name, Title, Phone and Email	Anjani Moro, Food Policy and Systems Team Supervisor 843-543 0887, amoro@jeffco.us
Fiscal Contact Name, Title, Phone and Email	Suzy Atwood, Sr. Financial Analyst, 303-271-7194, satwood@jeffco.us

Expenditure Categories						
Personal Services						
Salaried Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Food Policy and Systems Team Supervisor	Supports the successful completion of the Statement of Work; responsible for the complete neighborhood food environment program; provides technical assistance upon request; maintains and develops strategic partnerships including participating in regional and statewide networks and coalitions; works to align efforts with the Healthy Jeffco Network and Community Health Improvement Plan; responsible for report compilation and submission; other duties upon request.	Yes	\$75,400.00	\$23,370.23	100%	\$98,770.23
Strategic Initiatives Coordinator	Work at the neighborhood level to help identify participating neighborhoods, conduct community assessments, facilitate food systems work, reports to the neighborhoods, Food System Coordinator, and Food Policy Council. Maintain coalition database(s), support the staff with data tracking and reporting; conducts research and policy analysis; supports coalition facilitation activities; supports implementation of communication strategies; other duties upon request	Yes	\$56,091.49	\$17,385.56	50%	\$36,738.52
Total Personal Services (including fringe benefits)						\$135,508.75
Personal Services						
Hourly Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)						\$0.00
Supplies & Operating Expenses						

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Budget Period	July 1, 2022 - June 30, 2023
Project Name	CCPD Food in Communities

Program Contact Name, Title, Phone and Email	Anjani Moro, Food Policy and Systems Team Supervisor 843-543-0887, amoro@jeffco.us
Fiscal Contact Name, Title, Phone and Email	Suzy Atwood, Sr. Financial Analyst, 303-271-7194, satwood@jeffco.us

Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Incentives	Purchase of Gift Cards for community member participation/honorarium	Yes	\$50.00	5.00	\$250.00
Media and Communications	Purchase of media related to program priorities and goals	Yes			\$250.00
Phone	Cell Phone charges	Yes	\$54.00	12.00	\$600.00
Printing	External vendor layout and printing for reports or maps to be	Yes			\$200.00
Office/general supplies	General office and program supplies	Yes			\$325.00
Meetings	Community Engagement Meetings	Yes			\$750.00
					\$0.00
Total Supplies & Operating Expenses					\$2,375.00
Travel					
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage for staff to attend meetings around the region to successfully implement the Statement of Work and support neighborhood and coalition activities, and attend meetings with local, regional and statewide partners (@ \$.625)	Yes	\$0.63	1609.00	\$1,005.63
Travel	Two staff based on current needs of coalitions and neighborhoods. Estimated cost per conference: registration (approx. \$300 per conference), hotel (1 night approx. \$140), per diem (approx. \$60/day) and mileage included above.	Yes	\$1,000.00	2.00	\$2,000.00
Total Travel					\$3,005.63
Contractual					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Mapping Provider	Continued mapping projects	Yes			\$1,000.00
Community Partners - TBD	Enhanced community engagement and community outreach with community members and community organizations	Yes			\$4,000.00
Training and Technical Assistance Providers - TBD	Consultant(s) as TBD to support training and technical assistance for partners	Yes			\$8,000.00
Total Contractual					\$13,000.00
SUB-TOTAL BEFORE INDIRECT					\$153,889.38
Indirect					

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Item	Description of Item	Total Amount Requested from CDPHE
CDPHE-approved indirect cost rate	2021 Approved indirect cost rate =28.71%	\$44,110.62
Total Indirect		\$44,110.62
TOTAL		\$198,000.00

<https://www.irs.gov/newsroom/irs-increases-mileage-rate-for-remainder-of-2022> \$ 198,000.00