

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **JVA CONSULTING, LLC**, which has changed its name to **JOINING VISION AND ACTION, LLC** a Colorado limited liability corporation, with its principal place of business located at 2465 Sheridan Blvd., Edgewater, Colorado 80214 (the "Consultant")

WITNESSETH:

WHEREAS, the City and the Consultant previously entered into an Agreement dated July 25, 2011 as amended by Amendatory Agreements dated September 10, 2012 and June 11, 2013 relating to grant writing (collectively, the "Agreement"); and

WHEREAS, the parties have determined to add additional time extend the agreement through the end of the calendar year and will require additional compensation for the additional work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The name of the Consultant is changed to "Joining Vision and Action, LLC."
2. The amended Scope of Work for work to be performed through December 31, 2016 attached hereto and incorporated herein as Exhibit A-3 and all references to "Exhibit A and, if applicable, Exhibits A-1 or A-2" are hereby amended to read "Exhibit A and, if applicable, Exhibits A-1, A-2 or A-3".
3. Paragraph 3 of the Agreement, entitled "**TERM**", is hereby amended to read as follows:

3. TERM:

- a. **Initial Term** The Agreement will commence on the date of the City's signature (the "Effective Date") of this Agreement and will expire on June 30, 2012 (the "Term").
- b. **Renewal Options**. The City shall have the unilateral option to renew the Initial Term for up to five (5) additional terms. The First Renewal Term shall be from July 1, 2012, to June 30, 2013 the Second Renewal Term shall be from July 1, 2013, to June 30, 2014; the Third Renewal Term shall be from July 1, 2014, to June 30, 2015; the Fourth Renewal Term shall be from July 1, 2015, to June 30, 2016 and the Fifth Renewal Term shall be from June 30, 2016 to December 31, 2016. Such options shall be exercised by the action of

the City Council in appropriating funds for the payment of one year's estimated payment. If such appropriation for any Renewal Term is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for such year. The City shall provide thirty (30) days written notice of the failure to appropriate and thereby of its decision not to renew. It is expressly understood and agreed that if the City exercises its option to renew this Agreement, its obligation to make payments to the Consultant shall only extend to monies appropriated by the Denver City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement.

4. Paragraph 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**", is hereby amended to read as follows:

4. COMPENSATION AND PAYMENT:

a. **Fee:** If all annual Renewals are accepted by the City, the City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement One Million Five Hundred Thirty Thousand Nine Hundred Fifty Seven Dollars (\$1,530,957.00). Amounts billed may not exceed Two Hundred Seventy Nine Thousand Eight Hundred Ninety Eight Dollars (\$279,898.00) per year or One Hundred Thirty One Thousand Four Hundred Sixty Eight Dollars for a six month period and shall not exceed the initial and monthly rates set forth in **Exhibit A and, if applicable, Exhibits A-1, A-2 or A-3.**

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, if all Renewal Terms are exercised, will not exceed One Million Five Hundred Thirty Thousand Nine Hundred Fifty Seven Dollars (\$1,530,957.00) (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 and, if applicable, Exhibits A-1, A-2 or A-3.** Any services performed beyond those in Exhibit A and, if applicable, Exhibits A-1, A-2 or A-3 are performed at Consultant's risk and without authorization under the Agreement.

ii. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid

into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

Remainder of page left intentionally blank.

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: FINAN-201101318-03

Contractor Name: Joining Vision and Action

By: Jaime B. Vanderburg

Name: JANIE B. VANDERBURG
(please print)

Title: PRESIDENT / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-3

Dates: July 1, 2016-December 31, 2016

Services to be provided

Half time project manager to serve as liaison with the city, updating assessments, assisting city agencies in forming partnerships, submitting reports and coordinating provision of technical assistance

Providing on call technical assistance to help city agencies think through program development, develop logic models, facilitate meetings, research data needed to support proposals and apply for grants

Providing on call research of potential funding sources, and weekly announcements of upcoming funding opportunities, provided by a half-time research associate

Developing and facilitating two trainings on topics to be determined jointly by the city and JVA

Offering city staff unlimited access to JVA's training opportunities (over 80 training topics per year)

Providing full service in the development, preparation and submission of 12 federal, state or foundation grant proposals (*Note: Because of the level of collaboration of city agencies and the desire to have JVA facilitate meetings leading to grants development, there has been NO difference in time and effort spent between preparing responses to government Requests for Proposals or preparing foundation grant proposals*).

Pricing and payment terms

- For staffing and affiliated costs (materials, funding research, parking) for items 1-5 above, a total of \$68,967.48 for the contract term, payable in 6 monthly installments of \$11,494.58 per month, beginning in July 2016.
- For item 6 above, an allocation of a total of \$62,500 for the contract term (average of \$5,208 per proposal x 12 proposals). JVA will provide an estimate for each proposal after reviewing the RFP and prior to beginning work on the proposal. JVA will bill the city monthly for proposals completed during that time period. Should a city agency not complete a proposal for which JVA has begun work, JVA will bill for actual time and expenses.