SECOND AMENDATORY INTERGOVERNMENTAL AGREEMENT

This **SECOND 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 February 1, 2016, and a First Amendatory Agreement dated January 10, 2022 (collectively, 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 and to increase the Maximum Contract Amount.

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 amended to read as follows:

   "**3**. **TERM:** The term of the Agreement shall commence on **January 1, 2016** and terminate on **December 31, 2022** (the "Term")."

2. Section 4 of the Agreement entitled **PAYMENT** is amended to read as follows:

   "**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 TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($125,000.00)** per year during the term of this Agreement, not to exceed a total of **ONE MILLION TWO HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS AND TWENTY-THREE CENTS ($1,293,759.23)** 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 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 the Agreement, and paid into the Treasurer of the City."

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

4.   This Second 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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SCHOOL DISTRICT NO. 1
 202263775-02

Contract Control Number: DOTI-202263775-02 [201525324-02]
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, D/B/A DENVER PUBLIC SCHOOLS

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: DOTI-202263775-02 [201525324-02]
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND
                                    COUNTY OF DENVER, D/B/A DENVER PUBLIC
                                      SCHOOLS

DocuSigned by:

By: _Jeremiah Johnson_
       BEB5F2B2E2BC411...

Name: Jeremiah Johnson
       (please print)

Title: Director Grants Administration
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
     (please print)