

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BOYS AND GIRLS CLUBS OF METRO DENVER, INC.**, a Colorado non-profit corporation (the “Contractor”), jointly the “Parties.”

RECITALS

A. The City and Contractor entered into an Agreement executed on August 22, 2019; and a First Amendatory Agreement executed on March 2, 2020; a Second Amendatory Agreement executed on September 11, 2020; and a Third Amendatory Agreement executed on December 1, 2020 (collectively, the “Agreement”), for Contractor to undertake and perform certain work set forth in that Agreement and the exhibits thereto; and

B. The Parties wish to amend the Agreement to modify the terms and conditions and add funds to the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, as applicable.” The Scope of Work marked as Exhibit A-4 is attached hereto and incorporated herein by this reference.

2. Section 4(a) of the Agreement entitled “**FEE**” is amended to read as follows:

“**a.** **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **FIVE HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$526,400)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4** as applicable.”

3. Section 4(d)(1) of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended to read as follows:

“**d.** **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$526,400)** (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 Contractor beyond that specifically described in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**. Any services performed beyond those in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are performed at Contractor’s risk and without authorization under the Agreement.”

4. Except as amended in this Fourth Amendatory Agreement, the Agreement is affirmed and ratified, including all remaining CARES Act requirements and provisions, in each and every particular.

5. This Fourth 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: MOEAI-202157960-04 Legacy: 201950865
Contractor Name: BOYS & GIRLS CLUBS OF METRO DENVER INC

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

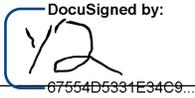
By:

By:

By:

Contract Control Number:
Contractor Name:

MOEAI-202157960-04 Legacy: 201950865
BOYS & GIRLS CLUBS OF METRO DENVER INC

By:  _____

Name: Yvonne Taylor
(please print)

Title: Chief Club Operations Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4 Scope of Work
Amendment 4

Year 3 - 2A Budget
Current Contract Amount: \$396,400.00
Amendment 4 Amount: \$130,000.00
New Maximum Contract Amount: \$526,400.00

Budget/Budget Narrative:

Program Budget/Budget Narrative: Jan 1, 2021 – December 31, 2021

Program Staff Salaries and Benefits	\$77,480
2021 Narrative – The Club Director will provide supervision for the program at 5% of FTE: \$3,166 * 6 = \$18,994/yr; Assistant Club Director will provide supervision for the program at 10% of FTE: \$4,168 * 6 = \$25,008/yr; Direct program staff will administer programming at 20% of FTE: \$5,583 * 6 = \$33,480/yr	
Snapology Partner Funds	\$14,400
2021 Narrative – We will engage Snapology in direct programming services in Clubs, and partner with them as our selected CSP throughout the school year and summer. \$1200 (\$100/hr x 1.5 hrs/wk x 8 wks) x 3 semesters x 4 Clubs	
Support for Snapology to engage in CQI	\$6,000
5 hrs/mo x 2 Snapology staff x 12mo x \$50 (\$25/hr x 2 staff)	
Program Supplies/Materials	\$4,800
2021 Narrative – Program supplies to run academic, healthy lifestyles and character & leadership programs. Supplies allocated as follows: \$800* 6 sites=\$4,800	
Field Trip Transportation	\$0
2021 Narrative – Field trip transportation fees \$42/trip x 6 clubs	
Field Trip Expenses (i.e. entry fees)	\$1,800
2021 Narrative — each site will go on 1 field trip per year (\$300 per trip * 6 Clubs)	
Food (LIMITED TO 5% OF TOTAL REQUEST)	\$3,000
Narrative – Meals are provided in-kind - we would like to allocate approx. 2% for incurred food expenses for field trips	
Operating Expenses (LIMITED TO 10% OF TOTAL REQUEST)	\$4,000
2021 Narrative – Indirect costs administration overhead	
Other: Snapology Mentoring Cost for BGCMD for Participating in DAA CQIS	\$18,520
2021 Narrative – BGCMD staff time for implementation of YPQI at all sites 15% Senior Program Director (\$60,000/yr x 15% = \$9,000) 10% Talent and Development Manager (\$49,200/yr x 10% = \$4,920) 10% Health & Outdoor Education Manager (\$46,000/yr x 10% = \$4,600)	
GRAND TOTAL	\$130,000