

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **COLORADO DREAM FOUNDATION (formerly known as I Have A Dream Foundation – Colorado)**, a Colorado nonprofit corporation (the “Contractor”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement executed on July 25, 2022; and a First Amendatory Agreement executed on October 26, 2023 (the “**Agreement**”), for the performance of certain work set forth in that Agreement and the exhibits thereto.

B. The Parties have agreed that it is in the best interest of the City for the Contractor to continue its services on an extended basis.

C. The Parties now wish to amend the Agreement to add funds, and to modify the exhibits in order to continue services.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. All references to “**Exhibit A**” in the existing Agreement shall be amended to read: “**Exhibit A, Exhibit A1, and Exhibit A-2**, as applicable.” The Scope of Work marked as **Exhibit A-2** is attached hereto and incorporated herein by this reference.

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

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 **SIX HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$620,000.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.

3. Section 4.d.(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$620,000.00)** (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 Contractor beyond that specifically described in **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

4. This Agreement is amended to as a Section 37 to read as follows:

COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

6. This Second 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:
Contractor Name:

MOEAI-202578452-02: LEGACY:MOEAI-202263699-02
COLORADO DREAM FOUNDATION

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: _____

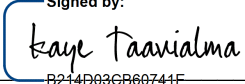
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202578452-02: LEGACY:MOEAI-202263699-02
COLORADO DREAM FOUNDATION

By:  Signed by:
B214D03GB60741E...

Name: Kaye Taavialma
(please print)

Title: Kaye Taavialma
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2

Vendor Information:				
Organization Name:	Colorado Dream Foundation (Colorado I Have a Dream)			
Mailing Address:	1836 Grant Street; Denver, CO 80203			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Kaye Taavialma	President & CEO	303-330-4988	ктаавialma@coloradodream.org
Signature Authority	Kaye Taavialma			
Program Contact	Adam Betancourt	Director of Curriculum & Instruction	602- 570-0307	abetancourt@coloradodream.org
Contract Contact	Kaye Taavialma			
Invoice schedule:	Monthly (Invoices to be submitted with appropriate back-up to OCAinvoices@denvergov.org , unless otherwise agreed upon in writing by the Director of Youth Programs)			
To be completed by OCA				
OCA Program:	2025 Summer Program			
Program	Fund	Cost Center	Program Code or Grant ID	Total Budget
2026 GF				\$55,000
2026 ARPA				\$46,000
2025 Summer Bronco	11887	0103100		\$30,000
2025 GF	01010	0103400	PG000110	\$100,000
2025 ARPA	11011	0103100	PG001264 GR0000269 1	\$46,000
2024 total				\$145,000
2023 total				\$126,000

Exhibit A-2

2022 total				\$72,000
NEW MAXIMUM CONTRACT AMOUNT				\$620,000
Contract Term:	June 1, 2022 – August 31, 2026			
If selected by Competitive Process, Title of RFX:	2025 Summer Program IFB			

UEI #: FRT2V75QDPU6

Current Contract:

Current Contract: MOEAI-202368647

Purchase Order: PO-00118693

Supplier Contract: SC-00007119

Previous contract total amount: \$590,000

Add: \$30,000

☒ Requires City Council approval.

Budget Breakdown for remainder of contract term	Source	Amount
1/1/25 – 5/31/25	GF	\$ 55,000
6/1/25 – 8/31/25	BRONCOS	\$ 30,000
6/1/25 – 8/31/25	ARPA-2	\$ 46,000
9/1/25 – 12/31/25	GF	\$ 45,000
1/1/26 – 5/31/26	GF	\$ 55,000
6/1/26 – 8/31/26	ARPA 2	\$ 46,000
	TOTAL ARPA	\$138,000
	TOTAL GF	\$200,000
	TOTAL BRONCOS	\$ 30,000

Amendment Details:

This amendment is specifically to increase either the numbers of sites and/or number of youth participating in 2025 summer programs, beyond what you are already currently funded for as detailed in your 2025 Scope of Work Update. All expectations outlined in the original contract and Amendment 1, including minimum dosage requirements, as well as participation in the Denver Afterschool Alliance's summer evaluation, remain place.

Program Details specific to this amendment:

Exhibit A-2

Name of Site/Physical Street Address: Westwood at Blossom House (3300 W Nevada Place; Denver, Co 80219); Z-Place Opportunity Center (4800 Telluride Street; Denver, CO 80249)

Council District: 2,3,7,8,11

Grades Served: 3-12

Start Date/End Date: June 16th – July 24th, 2025

Program Days: Mondays to Thursdays

Daily Schedule: 830a – 3:30p

Total # of hours per week: 28

Total # of weeks in term: 6

Total # of program hours in term: 156

Capacity/# of slots available (average daily attendance goal): 100 (65 ADA) per 3-8 site, so a total of 200 enrolled for Grades 3 – 8 across two sites.

of unduplicated students (enrollment goal): 200 total (100/site)

of anticipated regular attenders (participants attending 70% of the time): Striving for 50 at each site attending 70% of the time or more.

Notes (anything else we should know about this site):

Reporting Expectations Specific to this funding:

The new site must be set-up in DAAconnect for reporting purposes, and participant data as well as information about the additional summer program must be included in your summer report.

Budget specific to this amendment (please include calculations for each add lines as needed):

Budget Request – specific to this amendment	Summer 2025
1) Personnel (employees of the organization only – provide detail on each position)	\$30,000
Engagement Specialists (two per site = 4 total; hourly rate = \$25/hour/person) – assigned lead person for a cohort of youth; provides instruction to youth; gathers data on youth engagement and program progress; serves as a point of contact for families and provides individual supports as needed (\$10,000)	
<i>Site Leads</i> (one per site = 2 total; annual salary for both = \$150,000) – leads the participant recruitment and enrollment process in the community of the assigned site; manages the day-to-day logistics of their assigned site; supports Assistant Site Leads and Engagement Specialists in leading program lessons with youth (\$10,000)	
<i>Assistant Site Leads</i> (one per site = 2 total; annual salary for both = \$150,000 – has a focus on supporting the social and emotional development of youth enrolled in the program, managing the daily operation of the program alongside the Site Lead, promoting a program climate and culture conducive to youth's learning and development, and supporting the engagement of key stakeholders to ensure the effective collaboration across all relevant partners to ensure the success of youth at program, at school, at home, and in the community. (\$10,000)	
Fringe Benefits (percentage of taxes and benefits paid for each employee listed under Personnel)	
2)	

Exhibit A-2

Local Travel (mileage calculated (mileage calculated based on current IRS listed rate)	
3)	
Program Supplies/Materials (example: office supplies, program materials)	
4)	
Sub-Contract(s) (any individual or organization who will receive funds in accordance with services to be delivered as outlined in the SOW – e.g. content specific partners, consultants)	
5)	
Other Direct Costs (insurance, other program costs, food not to exceed 5%)	
6)	
Indirect costs (overhead costs not to exceed 10% of total)	
7)	
TOTAL	

Office of Children's Affairs (OCA) Compliance & Reporting Requirements for Fiscal Year 2025

Contract compliance will be tracked based on the items listed below via quarterly check-ins and summarized in an Annual Performance Rating Review Form. This form will score the organization's ability to fulfill contract requirements successfully. Results will be used within the Office of Children's Affairs to inform future funding possibilities.

Organizational Tasks:

1. Organization must submit all required documents by the deadlines set. See the calendar of deliverables at the end of this document.
2. Organization must meet and maintain the Minimum Insurance Requirements throughout the term of the agreement. Should the insurance term expire during the award period, proof of renewal must be submitted to the OCA Operations Team within 10 days of expiration.
3. The organization must only use funds to support direct program services as outlined in the approved Scope of Work (SOW).

Exhibit A-2

4. Funding is intended to serve as a supplement to support keeping doors open for programs and/or to increase/expand the number of program participants. Funds cannot be used to supplant other funding sources.
5. Funding is intended to support participation in the organization's program at zero to minimal cost to families.
6. The organization must comply with all federal, state, and local anti-discrimination laws.
7. Programs not licensed by the Colorado Department of Human Services must meet the Minimum Safety Requirements outlined in Appendix A of the RFP. Compliance regarding background checks may be included in OCA audit requests.
8. The organization must ensure that all direct service staff participate in the State's Mandatory Reporter Training, which must be completed annually.
9. The organization must participate in check-ins and/or site visits with Office of Children's Affairs team member(s) as requested, at minimum quarterly. Organizations can also request check-ins to update the Office of Children's Affairs on any issues/concerns and request assistance at any time during the term. Participation in the January kick-off meeting, quarterly invoice audits, and quarterly partner meetings is required.
10. Organizations with programs operating in a Denver Public School building **must maintain an active DPS Partnership Agreement with Data Addendum**, naming the Office of Children's Affairs in Schedule 2.
11. The organization must complete and maintain a profile in the DAAconnect system and ensure that programs are listed accurately at the site level in the City's Youth Program Locator (YPL). A representative from the organization must meet with a DAAconnect team member within the first 60 days from contract execution to ensure programs are set up correctly.
12. The organization is expected to display signage and/or online banners noting that the program receives funding from the Office of Children's Affairs. The City will provide electronic files that can be printed and/or displayed on websites and social media.
13. Organization is required to have a Language Access Plan (LAP), per Executive Order 150. The Language Access Plan describes how the organization's staff responds to persons with limited English proficiency. A template will be provided at the January kick-off meeting.
14. Per Executive Order 143, the organization must maintain a policy on protecting participants' personally identifiable data. This policy must be kept on file and may be requested by OCA during an audit.

Scope of Work/Budget/Invoicing:

1. All modifications to the approved Scope of Work, including a change in program location(s), must be approved in writing by the Program Director. Programs that are being held in a location other than their own (such as a school) must submit a completed Collaboration Guide (Exhibit 4 in the RFP) before starting services. For site location changes, a new Collaboration Guide must be submitted, and location changes must be updated in DAAconnect.
2. All modifications to the budget must be requested in writing using the template provided. All requests for modifications to any programs/services and/or 10% or more of the total award must be pre-approved in writing by the Program Director. All requests for modifications to the budget under 10% of the total award must be pre-approved in writing by a member of the Operations Team of the Office of Children's Affairs, with email notification provided to the Program Director of this approval. Budget modifications will not be accepted in the 4th quarter. However, if approved, organizations can make a final adjustment in the last invoice.

Exhibit A-2

3. Monthly attendance data uploaded into DAAconnect by the 10th of the month for the previous month. Failure to upload monthly attendance by the 10th of the month may result in delayed payments.
4. Invoices must be submitted monthly by the 20th day of the following month, with adequate* supporting documentation. **Failure to submit monthly invoices, upload attendance data, and/or provide adequate supporting documentation may result in payment delays.**

*Adequate supporting documentation is defined by OCA as a general ledger with redacted information, receipts, invoices, timesheets, bills, canceled checks, and bank/credit card statements. Organizations must ensure that the supporting documentation amounts are clear and match the invoice amounts.

5. OCA will conduct quarterly invoice audits to ensure that funds are being spent and that records match. OCA will complete a spend-down review during the month of August. If organizations have not invoiced for at least 50% of the awarded amount, a spend-down plan will be created and instituted. If it is determined that the contracted amount will not be spent within the contract term, OCA will initiate the rescission process by September 30. Summer-only programs will be reviewed in early September.

Data Tracking/Reports:

1. Monthly attendance tracking and upload into DAAconnect will be required. The monthly attendance upload will be verified by DAAconnect staff before processing an invoice. **Please note that your invoice will NOT be processed without this information beginning in June 2025. This process is still in development in DAAconnect and will be implemented in May 2025.**
2. Reports are due in DAAconnect three times per year (Spring, Summer, Fall), regardless of whether you serve youth during the term. * The report includes a narrative section to include progress towards goals stated in the Scope of Work and a program data section. The data section will capture the monthly attendance that was uploaded into DAAconnect.

*If your organization does not serve youth in any given term, your organization will report ZERO youth served in DAAconnect for that term.

Exhibit A-2

The reporting schedule is as follows:

- a) Spring Term (January-May)– The report can be completed in DAAconnect between 5/4/25 – 6/24/25. Please complete your report as soon as your program ends. The final day to submit your report is 6/24/25.
 - b) Summer Term (June-August) – The report can be completed in DAAconnect between 7/18/25- 9/8/25). Please complete your report as soon as your program ends. The final date to submit your report is 9/8/25.
 - c) Fall Term (August-December) – The report can be completed in DAAconnect between 12/1/25- 1/22/26). Please submit your report as soon as your program ends. The final date to submit your report is 1/22/26.
3. **The organization must identify/name a contact responsible for data collection/reporting. This individual must meet with a member of the DAAconnect team within 60 days of the start of the program's first term to receive training.** This person will be responsible for understanding the data collection expectations and will be trained to upload attendance into DAAconnect. It is the organization's responsibility to update OCA if a staff change occurs so that the new person can be trained. For each site, organizations must electronically track individual attendance for unduplicated students to include the following data:
- a. First name
 - b. Last name
 - c. Date of Birth
 - d. Race and Ethnicity (Asian, Black/African American, Hispanic/Latinx, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer
 - e. Gender identity (Male, Female, Gender non-conforming, Data not collected)
 - f. DPS student ID, if available
 - g. Number of days each participant attended during the award report term.
 - h. Number of days the program was available during the award report term.
 - i. Require parental consent to share data with the City and its partners for evaluation purposes (see #4 below).
 - j. Additionally, organizations must track the overall number of hours, days, and weeks the program is offered.

NOTE: Aggregate level tracking is an exception, which requires written pre-approval by the Program Director.

Exhibit A-2

The organization must collect the following data waivers annually for all participants under the age of 18. These waivers are necessary to ensure parental consent for collecting and sharing data for reporting purposes. They are available in multiple languages upon request. Documentation must be maintained in a file and may be requested for auditing purposes at any time.

- **Sharing Data with the City and County of Denver**

I give permission to the Organization to release my Child's identifying information (first name, last name, date of birth, race/ethnicity, gender identity, and student ID), attendance records, grades, survey responses, and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.

I Agree: YES NO

- **Data Collection – Survey Data**

I give permission for my Child to respond to surveys that assess my Child's experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child's school performance and behavior.

I Agree: YES NO

- **Data Collection – Data Retention**

My child's information will be retained for no more than five years and will be used to evaluate the success of the program. My child's information will be kept confidential, de-identified to the extent possible, and protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child's participation in this program is not conditional to my signing this waiver.

I Agree: YES NO

Participation in Technical Assistance Supports provided by the Denver Afterschool Alliance:

1. The organization is required to engage in activities provided by the Denver Afterschool Alliance (DAA), including:
 - a. Participation in at least one networking event, such as a Coffee and Conversation.
 - b. Participation in at least two professional learning opportunities (SEAL Professional Learning Series, etc.).
 - c. Meeting with a member of the DAA team (or in a group meeting) to learn about other supports available, such as:
 - i. Free use of the Healthy Lifestyles curriculum (cannabis, vaping, and opioid)
 - ii. Participation in a Professional Learning Community
 - iii. Free use of evaluation tools and resources to measure quality and impact of programs.
 - d. The organization may be asked to participate in city-wide evaluation efforts, such as the collection of youth/participant and/or parent surveys.
 - e. The organization may be asked to participate in a cohort of organizational leaders focused on increasing awareness for out-of-school time programs through participation in advocacy events, such as National Lights on Afterschool and/or National Summer Learning Day.

Exhibit A-2

DUE DATE	ACTION ITEMS	RESPONSIBLE PARTY/PARTIES
January 22, 2025	Participation in Mandatory Contract Kickoff Meeting	OCA Contracts Team and DAA team to host – organizations required to attend
January – February 2025	<ul style="list-style-type: none"> Contract Execution Meet with the DAAconnect team to ensure the DAAconnect profile is complete, programs are visible on the Youth Program Locator, and review data tracking expectations Initiate Denver Public Schools Community Partnership Agreement/Data Addendum 	<ul style="list-style-type: none"> OCA Contracts Team and organization DAAconnect team and organization Organization
February 20, 2025	January invoice package due to OCAInvoices@denvergov.org	Organization
March 17 - 28, 2025	OCA Quarterly Performance Check-in <ul style="list-style-type: none"> Attend Partner Meeting (date/location TBD) Final deadline for completion of DPS partnership agreement 	<ul style="list-style-type: none"> Program Manager, DAAconnect team and organization Organization
March 20, 2025	February invoice package due to OCAInvoices@denvergov.org	Organization
March 24, 2025	OCA will send a Language Access Plan (LAP) template	OCA Contracts Team
April 20, 2025	March invoice package due to OCAInvoices@denvergov.org	Organization
April 23, 2025	OCA will send the Invoice Audit Form	OCA Contracts Team
April 30, 2025	Invoice Audit Response due	Organization
May 4 – June 24, 2025	Spring Term report in DAAconnect due, including upload of attendance data (Jan – May)	Organization
May 20, 2025	<ul style="list-style-type: none"> April invoice package due to OCAInvoices@denvergov.org Verify summer program locations (must complete new Collaboration Guide document and be sure to update DAAconnect so the sites are visible on the Youth Program Locator) 	Organization
June 16 - 27, 2025	OCA Quarterly Performance Check-in Attend In-Person Partner Meeting (Date/Location TBD)	Program Manager, DAAconnect team and organization
June 20, 2025	May invoice package due to OCAInvoices@denvergov.org	Organization
June 24, 2025	Spring report due in DAAconnect	Organization
June 30, 2025	Language Access Plan (LAP) draft due	Organization

Exhibit A-2

July 1 – 15, 2025	Mid-Year Performance Review	OCA Contracts Team and Organization
July 10, 2025	June monthly attendance upload due in DAAconnect	Organization
July 18 – Sept 8, 2025	Summer Term report in DAAconnect due, including upload of attendance data (Jun – Aug)	Organization
July 20, 2025	June invoice package due to OCAinvoices@denvergov.org	Organization
August 10, 2025	July monthly attendance upload due in DAAconnect	Organization
August 20, 2025	July invoice package due to OCAinvoices@denvergov.org	Organization
August 22, 2025	OCA will send the Invoice Audit Form	OCA Contracts Team
August 29, 2025	Invoice Audit Response due	Organization
September 8, 2025	Summer report due in DAAconnect	Organization
September 10, 2025	August monthly attendance upload due in DAAconnect	Organization
September 15 – 26, 2025	OCA Quarterly Performance Check-in <ul style="list-style-type: none"> • Attendance at Partner Meeting (date/location TBD) • Verify fall program locations (must complete new Collaboration Guide document and be sure to update DAAconnect so the sites are visible on the Youth Program Locator) 	Program Manager, DAAconnect team and organization Organization
September 20, 2025	August invoice package due to OCAinvoices@denvergov.org	Organization
October 10, 2025	September monthly attendance upload due in DAAconnect	Organization
October 20, 2025	September invoice package due to OCAinvoices@denvergov.org	Organization
November 10, 2025	October monthly attendance upload due	Organization
November 20, 2025	October invoice package due to OCAinvoices@denvergov.org	Organization
November 21, 2025	OCA will send the Invoice Audit Form	OCA Contracts Team
November 28, 2025	Invoice Audit Response due	Organization
December 1, 2025 – January 22, 2026	Fall Term report in DAAconnect due, including upload of attendance data (Sept-Dec)	Organization
December 8 – 19, 2025	OCA Quarterly Performance Check-in Attend In-Person Partner Meeting (date/location TBD)	Program Manager, DAAconnect team and organization

Exhibit A-2

December 10, 2025	November monthly attendance upload due in DAAconnect	Organization
December 20, 2025	November invoice package due to OCAinvoices@denvergov.org	Organization
January 10, 2025	December monthly attendance upload due in DAAconnect	Organization
January 20, 2026	December and/or Final invoice package due to OCAinvoices@denvergov.org	Organization
January 22, 2026	Fall report due in DAAconnect	Organization
January 30, 2026	Final Invoice Audit Response due	Organization
February 1 – 15, 2026	Year-End Performance Review	OCA Contracts Team and organization
February 2026	OCA will send the final closeout letter	OCA Contracts Team