

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SUMMER SCHOLARS**, a Colorado nonprofit corporation, with an address of 3705 East 40<sup>th</sup> Avenue, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

### RECITALS

**WHEREAS**, The Parties entered into an Agreement executed on July 6, 2022, and an Amendatory Agreement executed on September 26, 2023, (the “Agreement”) to diligently undertake, perform, and complete all of the services set forth in **Exhibit A** and **A-1**, Scope of Work, to the City’s satisfaction.

**WHEREAS**, The Parties wish to amend the Agreement to increase the contract amount.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section **4.a** of the Agreement entitled **COMPENSATION AND PAYMENT: Fee** is replaced with the following language:

“**4.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 **NINE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$935,700.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibits A, A-1, and A-2**.”

2. Section **4.d.1.** of the Agreement entitled **COMPENSATION AND PAYMENT: Maximum Contract Amount** is replaced with the following language:

“**4.d. (1) Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$935,700.00)** (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 **Exhibits A, A-1 and A-2**. Any services performed beyond those in **Exhibits A, A-1, and A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

3. The following Section is hereby added as Section **37**, entitled **COMPLIANCE WITH DENVER WAGE LAWS**:

**“37. 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.”

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

5. 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.

**EXHIBITS**

Exhibit A-2 Scope of Work

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

MOEAI-202578463-02:LEGACY:MOEAI-202263625-02  
SUMMER SCHOLARS

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-202578463-02:LEGACY:MOEAI-202263625-02  
SUMMER SCHOLARS

By:  358534FF269249A...

Name: Jennie Merrigan  
(please print)

Title: Vice President of Impact  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Exhibit A-2**

Vendor Information:				
Organization Name:	Scholars Unlimited			
Mailing Address:	450 E. 17th Ave. Suite 320 Denver, CO 80203			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Dr. Abenicio Rael	President and CEO		arael@scholarsunlimited.org
Signature Authority	Jennie Merrigan	Vice President of Impact	303.532.7110	jmerrigan@scholarsunlimited.org
Program Contact	Jennie Merrigan	Vice President of Impact	303.532.7110	jmerrigan@scholarsunlimited.org
Contract Contact	Patrick Glover	Accounting Manager		pglover@scholarsunlimited.org
Invoice schedule:	Monthly (Invoices to be submitted with appropriate back-up to <a href="mailto:OCAinvoices@denvergov.org">OCAinvoices@denvergov.org</a> , 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				\$90,000
2026 ARPA				\$75,000
<b>2025 Summer Bronco</b>	<b>11887</b>	<b>0103100</b>		<b>\$60,000</b>
2025 GF	01010	0103400	PG000110	\$150,000
2025 ARPA	11011	0103100	PG001264 GR00002691	\$75,000
2024 total				\$201,800
2023 total				\$183,700
2022 total				\$100,200
<b>NEW MAXIMUM CONTRACT AMOUNT</b>				<b>\$935,700</b>
Contract Term:	June 1, 2022 – August 31, 2026			

**Exhibit A-2**

If selected by Competitive Process, Title of RFX:	2025 Summer Program IFB
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**UEI #: MGHSG167ADC6****Current Contract:**

Current Contract: MOEAI-202368636

Purchase Order: PO-00118055

Supplier Contract: SC-00007073

Previous contract total amount: \$935,700

Add: \$60,000

<b>Budget Breakdown for remainder of contract term</b>	<b>Source</b>	<b>Amount</b>
1/1/25 – 5/31/25	GF	\$ 90,000
6/1/25 – 8/31/25	BRONCOS	\$ 60,000
6/1/25 – 8/31/25	ARPA-2	\$ 75,000
9/1/25 – 12/31/25	GF	\$ 60,000
1/1/26 – 5/31/26	GF	\$ 90,000
6/1/26 – 8/31/26	ARPA 2	\$ 75,000
	TOTAL ARPA	\$ 150,000
	TOTAL GF	\$240,000
	TOTAL BRONCOS	\$ 60,000

**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:**

Name of Site/Physical Street Address: College View and Howell

Council District: 2 and 8

Grades Served: k-5

Start Date/End Date: June 10 - July 18, 2025

Program Days: M-F

Daily Schedule: 8:00 - 4:00

Total # of hours per week: 40

Total # of weeks in term: 6

Total # of program hours in term: 240

**Exhibit A-2**

Capacity/# of slots available (average daily attendance goal): 60

# of unduplicated students (enrollment goal): 65

# of anticipated regular attenders (participants attending 70% of the time):

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):**

<b>Budget Request – specific to this amendment</b>	<b>Summer 2025</b>
1) Personnel (employees of the organization only – provide detail on each position)	41,520
2- Morning Intervention Teachers - Summer - Teaching @ 3.5 hrs a day @ \$38.50 an hour x 6 weeks + .5 hours per day of planning. Includes 40 hours of PD that ranges from - content and curriculum, SEL awareness, DEI, and technical training on content and curriculum	12320
4- Academic Specialists - Summer - Teaching @ 3.5 hrs a day @ \$20 an hour x 6 weeks + .5 hours per day of planning. Includes 40 hours of PD that ranges from - content and curriculum, SEL awareness, DEI, and technical training on content and curriculum	12800
4- YDI - Summer- Teaching @ 5.5 hrs a day @ \$20 an hour x 6 weeks. Includes 40 hours of PD that ranges from - content and curriculum, SEL awareness, DEI, and technical training on content and curriculum	16400
2) Fringe Benefits (percentage of taxes and benefits paid for each employee listed under Personnel)	12320
@ 15%	
3) Local Travel (mileage calculated (mileage calculated based on current IRS listed rate)	
4) Program Supplies/Materials (example: office supplies, program materials)	
5) 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)	

Exhibit A-2

6) Other Direct Costs (insurance, other program costs, food not to exceed 5%)	\$ 2,025
Program costs that include insurance, mileage, other program costs	
7) Indirect costs (overhead costs not to exceed 10% of total)	\$ 5,455
TOTAL	60,000