

## 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 **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER**, a Colorado nonprofit corporation with an address of 2625 S. Colorado Blvd, Denver, Colorado 80222 (the “Contractor”), jointly “the Parties.”

### RECITALS

**A.** The Parties entered into an Agreement executed on September 30, 2022; and a First Amendatory Agreement executed on October 9, 2023 (the “**Agreement**”), for the performance of certain work set forth in that Agreement and the exhibits thereto; and

**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; and

**C.** The Parties now wish to amend the Agreement to add funds, modify the exhibits, and extend the term date 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 A-1, 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 **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 **Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable.**”

**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 **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 **Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable.** Any services performed beyond those in **Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

4. The Agreement is hereby amended to add a Section 37, entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, to read as follows:

“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-202578543-02: LEGACY: MOEAI-202263630-02  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
METROPOLITAN DENVER

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: \_\_\_\_\_

\_\_\_\_\_

In Process

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

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

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

By:

\_\_\_\_\_

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

MOEAI-202578543-02: LEGACY: MOEAI-202263630-02  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
METROPOLITAN DENVER

By: Breezy Bolden

Name: Breezy Bolden  
(please print)

Title: President & CEO, YMCA of Metropolitan Denver  
(please print)

In Process

ATTEST: [if required]

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

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

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

**Exhibit A-2**

Vendor Information:				
Organization Name:	YMCA			
Mailing Address:	2625 S Colorado Blvd Denver CO 80222			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Sonya Walker	VP Program Strategy & Impact	720-283-5017	swalker@denverymca.org
Signature Authority	Sonya Walker			
Program Contact	Melissa Franklin	Sr Director	720-664-6716	mfranklin@denverymca.org
Contract Contact	Samantha Church	Sr. Manager	720-810-7275	schurch@denverymca.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				\$218,247
2022 total				\$65,653
<b>NEW MAXIMUM CONTRACT AMOUNT</b>				<b>\$935,700</b>
Contract Term:	June 1, 2022 – August 31, 2026			
If selected by Competitive Process, Title of RFX:	2025 Summer Program IFB			

**Exhibit A-2**

UEI #: NC9ERPQ7FD1

**Current Contract:**

Current Contract: MOEAI-202368641

Purchase Order: PO- 00132093

Supplier Contract: SC-00007297

Previous contract total amount: \$875,700

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 (include info for each site):**

Name of Site/Physical Street Address:

Wyatt Academy (Serving Wyatt and Garden Place)- 3620 S Franklin St, Denver COCouncil District: 9Grades Served: K-5Start Date/End Date: June 16- July 25thProgram Days: 28Daily Schedule: M-F 8:30-4:30Total # of hours per week: 40Total # of weeks in term: 6 weeksTotal # of program hours in term: 240Capacity/# of slots available (average daily attendance goal): 30 GP, 45 Wyatt# of unduplicated students (enrollment goal): 45 GP, 60 Wyatt# of anticipated regular attenders (participants attending 70% of the time): 25 GP, 45 Wyatt

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

## Exhibit A-2

Name of Site/Physical Street Address:

Joe Shoemaker School (Serving Holm)- 3333 S Havana St, Denver

Council District: 4

Grades Served: K-5

Start Date/End Date: June 16- July 25th

Program Days: 28

Daily Schedule: M-F 8:30-4:30

Total # of hours per week: 40

Total # of weeks in term: 6 weeks

Total # of program hours in term: 240

Capacity/# of slots available (average daily attendance goal): 30

# of unduplicated students (enrollment goal): 45

# of anticipated regular attenders (participants attending 70% of the time): 25

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.

**Exhibit A-2****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)	<b>\$35900</b>
4 teachers x \$27/hr x 20hrs/wk x 7 week	\$15500
4 paras x \$19.37/hr x 12hrs/wk x 7 week	\$6600
1 instructional coach x \$37/hr x 20hr/wk x 7 week	\$3200
2 aides x \$18.81/hr x 26hrs/wk x 7 weeks	\$6900
2 FT staff x \$22/hr x 40hr/wk x 7 wks x 30%	\$3700
2) Fringe Benefits (percentage of taxes and benefits paid for each employee listed under Personnel)	<b>\$7700</b>
Summer 21.5%	\$7700
3) Local Travel (mileage calculated (mileage calculated based on current IRS listed rate)	
4) Program Supplies/Materials (example: office supplies, program materials)	<b>\$3200</b>
Summer Supplies: 75 students x \$3 per students x 6 week (additional to already awarded ARPA)	\$1350
Summer supplies: 15 students x \$10 per students x 6 wks	\$900
Summer family engagement: \$500/ celebration x 2 sites	\$1000
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)	<b>\$13200</b>
1 enrichments per wk/ 1 sessions per enrichment, average of \$300 per session at 4 wks)	\$1200
1 enrichment/ field trip per wk x 3 wk x \$2000 per x 2 sites	\$12000
6) Other Direct Costs (insurance, other program costs, food not to exceed 5%)	
7) Indirect costs (overhead costs not to exceed 10% of total)	
<b>TOTAL</b>	<b>\$60000</b>