

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 **VIVE**, a Colorado nonprofit corporation, with an address of 1620 E. 36th Ave., Denver, Colorado 80205 (the “**Contractor**”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement executed on July 25, 2022; a First Amendatory Agreement executed on September 19, 2023; and a Second Amendatory Agreement executed on April 14, 2025 (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 and 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 A-1, Exhibit A-2, and Exhibit A-3**, as applicable.” The Scope of Work marked as **Exhibit A-3** 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 **FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$575,000.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3**.

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 **FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$575,000.00)** (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, Exhibit A-1, Exhibit A-2, and Exhibit A-3**. Any services performed beyond those in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3** are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Third 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-202582318-03: LEGACY:MOEAI-202263618-03
Contractor Name: VIVE

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: MOEAI-202582318-03: LEGACY:MOEAI-202263618-03
Contractor Name: VIVE

Signed by:
By: 
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Name: Yoli Casas
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3

ORGANIZATION INFORMATION				
<u>Organization Name, as registered with the Colorado Secretary of State:</u>	VIVE			
<u>Tax ID:</u>	81-4059452			
<u>Doing Business As (d/b/a), if applicable</u>	VIVE Wellness			
<u>Fiscal Sponsor, if applicable</u>	N/A			
<u>Mailing Address, as registered with the Colorado Secretary of State:</u>	1620 East 36 th Avenue, Denver CO 80205			
ORGANIZATION CONTACTS				
REQUIRED CONTACTS	NAME	TITLE	PHONE	EMAIL
Executive	Yoli Casas	Executive Director	7203778019	yoli@vivewellness.org
Signature Authority	Yoli Casas	Executive Director	7203778019	yoli@vivewellness.org
Fiscal Contact	Angelina Jimenez	Accountant	3035075389	angelinaj@vivewellness.org
Program Contact	Emily Mogollon	Operations Director	561-904-1315	emilym@vivewellness.org
Fiscal Sponsor Contact (if applicable)				
Contracting Contact				
Invoice Schedule	Monthly			

TO BE COMPLETED BY OCA				
<u>CONTRACT TERM</u>	08/01/2025 – 08/31/2026			
<u>IF SELECTED BY COMPETITIVE PROCESS, TITLE OF RFX</u>	N/A			
PROGRAM	FUND	Cost Center	PROGRAM CODE OR GRANT ID	TOTAL BUDGET
OST	01010	0103400	N/A	\$100,000.00
ARPA	11011	0103100	GR00002691	\$46,000
			Total add:	\$146,000

EXHIBIT A-3

Term: 6/1/2022 - 8/31/2026 (no change)

New Max contract: \$575,000

original: \$429,000

ADD: \$146,000

Funds: 01010 - 0103400 (GF OST) - \$100,000

11011 - 0103100 - GR00002691 (ARPA) - \$46,000

Original: MOEAI-202263618

Amend 1: MOEAI-202368639

Amend 2: MOEAI-202578797

Organization Description:

Vive Wellness is a 501C3 organization with the following mission and vision:

Mission:

To promote social justice, health, and gender equity through culturally relevant programs that support physical, mental, and social well-being.

Vision:

We envision a world where gender, race, ethnicity, disability, education, income, origin, and sexual orientation no longer determine life and health outcomes.

What types of data does your organization collect?

First Name X

Last Name X

Date of Birth X

Student ID (or unique identifier) - X

Race/ Ethnicity X

Gender X

Does your organization take attendance to track participation?

Yes

How does your organization support language access? We hire bilingual staff

Examples:

We hire bilingual staff

EXHIBIT A-3

Program Name: After School Program – Whittier ECE – 8School

Program Locations:

Building Name (School, Rec Center, etc.)	Street Address	Neighborhood	City Council District	Is This Site Confirmed? (Y/N)	If no, please explain :	Is This Site Licensed? (Pick One: Neighborhood Youth, Child Care, Not Licensed)	Do you own this facility? (Y/N)
Whittier ECE – 8 School	2480 N Downing St	Whittier	9	Y		DPS school	N

Program Description:

What is the structure of this program these funds would support?

The After School Program provides a safe, structured, and enriching environment for students from ECE through 8th grade. The program runs Monday through Friday, starting around 3:15 p.m., and serves approximately 43 students each day.

The structure includes:

- Academic Support: Homework help and tutoring to reinforce classroom learning.
- Enrichment Activities: Arts, sports, and cultural activities designed to foster creativity and critical thinking.
- Health and Wellness: Daily physical activity and access to nutritious snacks.
- Social-Emotional Development: Group activities that promote teamwork, leadership, and conflict resolution.
- We have also Identify children with Special Needs – and will need to hire a specialized teacher.

The program is coordinated by trained staff, ensuring individualized attention and consistent supervision. The goal is to provide students with opportunities to learn, grow, and thrive in a safe and supportive environment, while also supporting families by extending learning beyond the school day.

Is there a fee to participate in the program?

No, there is no fee to participate in the program. The After School Program is provided free of charge to all eligible students.

EXHIBIT A-3

How much does it cost?

The program is free of charge for all participating students.

Is financial aid and/or scholarships available?

No need, the program is free of charge.

Please briefly describe your registration process and include a registration link, if applicable.

Families can register their children by completing our online registration form. Once submitted, our team will confirm enrollment and provide additional program details.

Registration Link (if applicable):

Whittier

<https://form.jotform.com/251804870387161>

Authorization Form

<https://form.jotform.com/252294575754165>

What age groups/grades is this program designed to serve?

ECE (ages 5)

Elementary School (ages 6-10, grades K-5)

Middle school (ages 11-14, grades 6-8)

What are your start and end dates for the spring term: 1/06/2026 to 6/28/2026

How many participants do you intend to serve during the spring term? Approximately 45-50

Please complete the Spring Weekly Schedule table below:

Spring Weekly Activity Schedule		
Day of the Week	Start and End Time	Activity Description
Monday	3:15 to 6:00 pm	Art Therapy, multiple emotional development games. Homework
Tuesday	3:15 to 6:00 pm	Karate, Outdoors Exploration, and multiple emotional development games. Read& write
Wednesday	3:15 to 6:00 pm	Swimming, Mind and movement, multiple

EXHIBIT A-3

		emotional development games. Homework
Thursday	3:15 to 6:00 pm	Karate, Outdoors Exploration, and multiple emotional development games. Math
Friday	3:15 to 6:00 pm	Art Therapy, multiple emotional development games. Homework

What are the start and end dates for the summer term? 6/09/2026 to 07/31/2026

How many participants do you intend to serve during the summer term? Our goal is to serve 40 students from whittier

Please complete the Summer Weekly Schedule table below:

Summer Weekly Activity Schedule – June 9, 2026-July 17th,2026		
Day of the Week	Start and End Time	Activity Description
Monday	8:45 am – 2pm	Learn to swim, art and therapy, groups games, SEL work
Tuesday	8:45 am – 2pm	Gardening, math, music, physical activity, group games. SEL work
Wednesday	8:45 am – 2pm	Learn to swim, art and therapy, groups games, SEL work(mente y movimiento)
Thursday	8:45 am – 2pm	Tennis, cooking, music, group games, SEL work, Read and write
Friday	8:45 am – 2pm	Soccer or basketball – choice , mente y movimiento

What are the start and end dates for the fall term: 8/24/2026 to 12/2026

How many participants do you intend to serve during the fall term? Approximately 45-50

Please complete the Fall Weekly Schedule table below:

Fall Weekly Activity Schedule		
Day of the Week	Start and End Time	Activity Description
Monday	3:15 to 6:00 pm	Art Therapy, multiple emotional development games. Physical activity. Homework

EXHIBIT A-3

Tuesday	3:15 to 6:00 pm	Karate, Outdoors Exploration, and multiple emotional development games. Homework -
Wednesday	3:15 to 6:00 pm	Swimming, Mind and movement, multiple emotional development games. Math
Thursday	3:15 to 6:00 pm	Karate, Outdoors Exploration, and multiple emotional development games. Homework
Friday	3:15 to 6:00 pm	Art Therapy, multiple emotional development games. Read and write

How does your organization get signed consent for participation in your program?

Every parent is contacted via phone, and a consent is sent via email to each parent/guardian

Write a SMART goal describing how your program will develop supportive relationships between participants and staff.

Specific: Each participant will have at least one assigned staff mentor who regularly checks in with them to provide guidance, support, and encouragement.

Measurable: Success will be measured by comparing results from the program's pre- and post-evaluations, focusing on the development of supportive relationships and participants' perceptions of staff support.

Achievable: Staff will receive training on building positive relationships, active listening, and conflict resolution to ensure they can effectively serve as mentors.

Relevant: Developing supportive relationships between participants and staff fosters a safe, enriching environment that enhances social-emotional development and academic engagement.

Time-Bound: By the end of the program, at least 90% of participants will demonstrate improvement in their perception of support received from their assigned mentor, as measured by the post-program evaluation.

Write a SMART goal describing your expectations for program participation/completion.

Specific: At least 80% of enrolled students will actively participate in all scheduled program activities.

Measurable: Participation will be tracked through daily attendance logs.

Achievable: The program will provide engaging academic and enrichment activities, snacks, and supportive staff to encourage consistent attendance and participation.

EXHIBIT A-3

Relevant: High participation ensures that students fully benefit from the program's academic, social, and emotional components.

Time-Bound: By the end of the program year, at least 80% of students will have regularly participated in all scheduled activities.

Write a SMART goal describing how your program will develop participants' skills.

Specific: Each participant will engage in activities designed to improve academic, social-emotional, and life skills, including homework support, teamwork exercises, and problem-solving activities.

Measurable: Progress will be measured through pre- and post-program assessments and staff observations during activities.

Achievable: Staff will receive training and use structured curricula and interactive strategies to support skill development for all participants.

Relevant: Developing participants' skills supports academic success, social growth, and confidence, aligning with the program's mission to foster well-rounded development.

Time-Bound: By the end of the program year, at least 80% of participants will demonstrate measurable improvement in targeted skills according to the post-program assessment.

2025 FALL EXPANSION OCA Budget Form - VIVE Whittier site (GF)				
Please complete the section(s) for the categories you are applying for in the narrative section -- all funds must be spent between January 1 - December 31, 2025 (add rows as necessary)				
	quantity	percentag e	cost	total
1.) Personnel/Salaries (detail each position)			\$138,000.00	\$24,480.00
Program director on site	1	5%	\$72,000.00	\$3,600.00
Site Coordinator -delivering program.	1	14%	\$48,000.00	\$10,080.00
Programmatic staff for whittier	3	20%	\$18,000.00	\$10,800.00
				\$0.00

EXHIBIT A-3

2.) Fringe Benefits (detail each position)			\$26,700.00	\$5,598.00
Position 2 -- 13% x total amount billed in personnel	1	11%	\$3,600.00	\$396.00
Position 3 - 13% x total of amount billed in personnel	1	12%	\$9,600.00	\$1,152.00
Programmatic staff for Whittier	3	10%	\$13,500.00	\$4,050.00
				\$0.00
3.) Travel			\$150.67	\$2,967.00
Mileage	2250	50%	\$0.67	\$753.00
Field Trips - pool swim lessons/museum/outdoor activity	24	62%	\$150.00	\$2,214.00
				\$0.00
4.) Program Supplies/Materials (provide a moderate level of explanation in SOW			\$4,800.00	\$1,920.00
Karateguis, goggles, art equipment	1	40%	\$4,800.00	\$1,920.00
				\$0.00
				\$0.00
5.) Contract			\$9,750.00	\$6,435.00
special Need teacher	1	50%	\$5,850.00	\$2,925.00
karate and swim lessons	3	30%	\$3,900.00	\$3,510.00
other paid partnerships				\$0.00
6.) Other Direct Cost				\$0.00
	1			
				\$0.00
7.) Indirect costs			\$45,000.00	\$3,600.00
				\$0.00
Administrative Costs - cannot exceed 10% of total award	1	8%	\$45,000.00	\$3,600.00
				\$0.00
TOTAL:				\$45,000.00

EXHIBIT A-3

2026 SPRING EXPANSION OCA Budget Form - VIVE Whittier site (GF)				
1.) Personnel/Salaries (detail each position)			\$138,000.00	\$34,200
Director – evaluation, oversee program	1	10%	\$72,000.00	\$7,200.00
Site Coordinator -delivering program.	1	25%	\$45,000.00	\$11,250
Programatic staff for whittier camp	3	35%	\$45,000	\$15,750
				\$0.00
2.) Fringe Benefits (detail each position)	5		\$21,450	\$4,446
Position 2 -- 13% x total amount billed in personnel	1		\$3,600.00	\$936
Position 3 - 13% x total of amount billed in personnel	1		\$9,600.00	\$1,462.50
Programmatic staff for Whittier	3		\$13,500.00	\$2,047.50
3.) Travel			\$150.67	\$3,443.00
Mileage	1150	50%	\$0.67	\$575.00
Field Trips -pool swim lessons/museum/outdoor activity	24	75%	\$150.00	\$2,689.25
				\$0.00
4.) Program Supplies/Materials (provide a moderate level of explanation in SOW			\$4,800.00	\$1,920.00
goggles, art equipment, movement supplies	1	40%	\$4,800.00	\$1,920.00
				\$0.00
				\$0.00
5.) Contract			\$9,750.00	\$5491
Coaching to improve program	1	40%	\$5,850.00	\$991
Teacher for specific activities	3	25%	\$18,000	\$4,500
other paid partnerships				\$0.00
6.) Other Direct Cost				
				\$0.00

EXHIBIT A-3

7.) Indirect costs			\$55,000.00	\$5,500
				\$0.00
Administrative Costs - cannot exceed 10% of total award	1	8%	\$55,000.00	\$5,500
				\$0.00
TOTAL:				\$55,000.00

2026 SUMMER EXPANSION - OCA Budget Form - VIVE Whittier site (ARPA)				
1.) Personnel/Salaries (detail each position)			\$138,000.00	\$24,660
Program director – oversee camp, report, evaluate	1	5%	\$72,000.00	\$3,600.00
Site Coordinator -delivering program.	1	15%	\$48,000.00	\$7200
Programatic staff for whittier	4	25%	\$18,480	\$13,860
2.) Fringe Benefits (detail each position)			\$26,700.00	\$3,205.80
Position 1-- 13% x total amount billed in personnel	1		\$3,600.00	\$468
Position 3 - 13% x total of amount billed in personnel	1		\$7200	\$936
Programatic staff for whittier	4		\$13,500.00	\$1,801.80
3.) Travel			\$150.67	\$3,969.00
Mileage	2250	50%	\$0.67	\$753.75
Field Trips -pool swim lessons/museum/outdoor activities, gardening	24	89%	\$150.00	\$3,215.25
4.) Program Supplies/Materials (provide a moderate level of explanation in SOW			\$4,800.00	\$3000
googles, art equipment , karateguis,tents	1	42%	\$4,800.00	\$3000
				\$0.00

EXHIBIT A-3

5.) Contract				
Coaching/mentor	1	50%	\$5,850.00	\$2,925.00
swim lessons instructors, teacher	3	75%	\$4500	\$3640.20
other paid partnerships				
6.) Other Direct Cost				
	1			
7.) Indirect costs	1	10%	\$46,000.00	\$4,600.00
				\$0.00
Administrative Costs - cannot exceed 10% of total award	1	8%	\$46,000.00	\$4,600.00
				\$0.00
TOTAL:				\$46,000.00