

## FIRST AMENDATORY AGREEMENT

**THIS FIRST AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, with an address of 1860 Lincoln Street Denver, CO 80203 (the “**Contractor**”). The City and the Contractor shall be individually referred to herein as a “**Party**” and jointly as the “**Parties**.”

### WITNESSETH:

**WHEREAS**, the Contractor and the City entered into an agreement dated **July 29, 2020** (“**Agreement**”) for the Contractor to provide certain services, as detailed therein; and

**WHEREAS**, the Agreement expires by its terms on **October 31, 2020**; and

**WHEREAS**, the Parties desire to amend the Agreement to modify and extend the term of the Agreement, and to update and replace **Exhibit A** and **Exhibit B** of the Agreement with the attached **Exhibit A-1** and **Exhibit B-1**, respectively.

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

1. Section 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“**TERM**: The Agreement will commence on **January 1, 2020** and will expire on **December 31, 2020** (the “**Term**”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the later of: 1) the work is completed to the City’s satisfaction; or 2) this Agreement is earlier terminated by the Director.”

2. **Exhibit A** of the Agreement is hereby updated and replaced with **Exhibit A-1**, attached hereto and incorporated herein by reference.

3. **Exhibit B** of the Agreement is hereby updated and replaced with **Exhibit B-1**, attached hereto and incorporated herein by reference.

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

[SIGNATURE PAGES FOLLOW]

**Contract Control Number:** OEDEV-202056115-01 / [201952795-01]  
**Contractor Name:** School District No. 1 in the City and County of Denver  
and State of Colorado

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:**

OEDEV-202056115-01 / [201952795-01]  
School District No. 1 in the City and County of Denver  
and State of Colorado

DocuSigned by:  
By: Theresa Becker  
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Name: Theresa Becker  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

**Denver Public Schools  
Summer Youth Employment Program (SYEP)  
Scope of Services for Youth Services Provider  
January 1, 2020 through December 31, 2020  
Amendment-01 Effective September 1, 2020**

**1.0 Introduction**

This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Denver Public Schools, the Summer Youth Employment (SYEP) Services Provider, hereinafter referred to as the “Contractor”, receiving funds from the City and County Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (DEDO-WS) to operate programs as prescribed by the Summer Youth Employment Program (SYEP)

**2.0 Objectives**

The Contractor shall provide recruitment services, program enrollment, logistics and staffing, which shall assist in addressing the educational, job readiness and career exploration goals of youth enrolled in the Denver Economic Development & Opportunity -Workforce Services (DEDO-WS) Summer Youth Employment Program (SYEP).

**3.0 Outcomes**

**3.1** The Contractor will identify, recruit and place up to 375 youth in a virtual experience with Google for Education Platform. The youth will be unduplicated non-WIOA youth participants, and 50 youth that will be recruited in conjunction with the Office of Children’s Affairs to support the My Brother’s Keeper Summer of Success program.

3.1.1 Youth will earn stipends based on the completion of established modules completing a minimum of 80 hours of virtual learning and earning up to \$1000 in stipends.

- Module 1 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

**AND**

- Module 2 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

3.1.2 MBK Youth enrolled in SYEP will earn stipends based on completion of established modules 1, 2 and 3, completing a minimum of 120 hours of virtual learning and earning up to \$1500.00 in stipends.

- Module 3 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

3.1.3 Stipends can be awarded to the participant based on the percentage of the program that they completed. For example, a youth completed 30% of the program and as a result, will be paid 30% of the total available stipend

3.1.4 All youth participants must complete module(s) no later than December 31, 2020.

**3.2** The Contractor shall subcontract with third party vendor who will be solely responsible for administering payroll services as the **Employer of Record** with responsibilities to include the following:

3.2.1 Contractor assumes full responsibility for payment of stipends to participants designated by OED/DEDO. Stipends will be provided in lieu of wages for these participants. Stipends will be set amounts, as designated by OED/DEDO, and provided for completion of virtual classroom training.

3.2.2 Stipends will be paid in fixed amounts over a defined period of time. Stipends will not exceed applicable Denver minimum wage rate and will be considered taxable income to all participants who receive services under this Agreement.

3.2.3 Notwithstanding any other term to the contrary contained in this Statement of Work, participants designated to receive stipends will be considered trainees and will not be considered as employees. The preceding sentence does not, and will not, relieve the Contractor of its obligations under the Agreement or this Statement of Work, including but not limited to all obligations to provide Workers' Compensation Insurance for all participants receiving services under this Agreement.

**3.3** Contractor is responsible for identifying appropriate program participants for enrollment purposes.

**3.4** Contractor shall collect required SYEP program eligibility documents from participants based on program guidance provided by DEDO-WDB

**3.5** Contractor is responsible for enrolling youth in the Summer Youth Employment Program (SYEP) program in Connecting Colorado and/or any designated management information data base system in accordance to DEDO-WS Program Guidance.

**3.6** Contractor shall document client participation in service deliverables in the Connecting Colorado data system. All documentation should be scanned to Connecting Colorado within the appropriate timeframe and category. Contractor will code the 50 young men that are identified in the My Brother's Keeper Summer of Success program with a specified code that denotes who they are for required reporting purposes. All activity codes and documentation will need to be entered into Connecting Colorado within 14 days of activity.

**3.7** Contractor shall track youth permanent employment, successful completions, , unsubsidized employment, returning to education, enrollment into post-secondary and youth referred to the Workforce Innovation and Opportunity Act program.

**3.8** Successful completions (Goal =300) are defined as youth who have completed the 80 hours of virtual learning in the Google for Education Platform.

#### **4.0 Participant Recruitment, Referrals and Outreach**

- 4.1** Contractor shall recruit youth based on program guidance provided by DEDO and accept referrals from DEDO-WDB applicant pool.
- 4.2** Contractor shall accept participant referrals from designated partners that service disconnected youth and provide applicable services.
- 4.3** Contractor shall also recruit participants from the City and County of Denver or individuals who are Wards of the State.
- 4.4** Contractor shall develop an outreach/marketing/recruitment strategy. The strategy must take into account other DEDO-WDB partner agency efforts and include the execution of virtual recruitment of participants as well as participation in other DEDO virtual events. The Contractor must create all marketing tools and submit them to DEDO-WDB for approval prior to distribution along with schedule of virtual recruitment events.
- 4.5** The Contractor shall utilize social media networking systems with prior approval by DEDO-WDB that are available to both DEDO-WDB and all youth participants and their families to list the dates, times and locations of all major activities (orientations, course offerings, training events, community meetings, etc.).

#### **5.0 Background Checks**

- 5.1** The Contractor shall cooperate and comply with the City's Office of Economic Development's, currently operating as Denver Economic Development & Opportunity's, "The Use of Background Checks for OED Youth Service Providers and Employers Policy" Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.

#### **6.0 Programmatic and Performance Requirements**

##### **6.1 Participant Eligibility**

- 6.1.1 Contractor shall scan all documents for each participant.
- 6.1.2 A participant cannot be co-enrolled with other DEDO programs and/or DEDO-WDB Contractors.
- 6.1.3 Youth must be between 14 and 24 years of age at the time of enrollment. Participants must currently reside in the City and County of Denver or Wards of the County or State.
- 6.1.4 Contractor will use eligibility guidelines as listed below:
  - a. Denver resident
  - b. Legal to work in the US
  - c. Income Eligibility
    - i. Individual Free/reduced lunch letter
    - ii. TANF recipient

- iii. Medicaid
- iv. Food stamps
- v. Residing in a Denver targeted neighborhood (per DEDO guidance)
- vi. As method of last resort attendance at Title 1 school.
- vii. My Brother's Keeper Summer of Success youth will be exempted from income eligibility guidelines.
- viii. Income documents in compliance with current Federal Register DHS Poverty Guidelines
  - Income tax information
  - Payroll information
  - Documented parent income

## 6.2 Data Collection

- 6.2.1 The Contractor shall collect and retain participant progress in completion of the online modules for Google for Education Platform to be uploaded into Connecting Colorado and ensure that all participants are paid in a timely manner.
- 6.2.2 The Contractor shall provide internal payroll procedures to DEDO-WDB
- 6.2.3 The Contractor shall ensure that program enrollment, services, percentage of completion, certificate of completion and other required data elements and documents are scanned and managed in accordance with DEDO-WDB Data Quality Standards procedures and timelines.
- 6.2.4 The Contractor shall ensure it has appropriate internal systems, procedures, and equipment that will effectively allow their agency to meet DEDO-WDB data collection requirements.
- 6.2.5 Contractor shall utilize Connecting Colorado, and/or any designated management information data base system required by program for data collection and documentation.
- 6.2.6 Contractor shall ensure that Connecting Colorado data entry is completed within designated timeframe as defined in Data Quality Standards policy.

## 7.0 Reports

- 7.1 The Contractor shall submit a final program report at the end of the contract, which formatting and content to be determined by DEDO-WS. The content shall include:
  - a. Enrollments- separated by the 50 MBK SOS young men
  - b. Participants successfully enrolled in virtual learning in the Google for Education Platform Participants successfully completed the virtual learning in the Google for Education Platform Demographic information
  - c. Income barrier information

## 8.0 Documentation/File Management

- 8.1 Contractor is responsible for maintaining electronic files utilizing Connecting Colorado documenting enrollment, percentage of completion, certificate of

completion and services provided in accordance to DEDO-WS data and file management procedures and timelines for each enrolled participant.

- 8.2** All electronic participant and employer files shall follow the guidance provided by DEDO-WS.

## **9.0 Administrative Requirements**

### **9.1 Compensation and Methods of Payment**

- 9.1.1 Contractor must submit expenses to DEDO-WDB on or before the 20th day of each month for the previous month's activity.

### **9.2 Records Retention**

- 9.2.1 Contractor must provide original files to DEDO-WDB upon request for audit and review. If requested by DEDO-WDB, Contractor must provide original files to DEDO/WDB after the contract has expired including a File Checklist form. Contractor shall make arrangements to transfer all documentation to DEDO-WDB. If DEDO-WDB does not request the files from Contractor, Contractor must retain the files for six (6) years after submittal of the final report or until resolution of any pending audit and shall permit access thereto at no cost to the City. In the event that the Contractor cannot continue to maintain and store this documentation, original participant files will be submitted to DEDO-WDB in accordance with DEDO-WDB policy.









**CITY AND COUNTY OF DENVER  
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
PROGRAM 2020  
PERSONNEL & FRINGE BUDGET**

**A. Respondent:** Denver Public Schools

**C: Contract Number:** 201952795-01/202056115-01

**B. Program:** SYEP

**D: Contract Period:** 1/1/2020-12/31-2020

(1) Position/Title	(2) Employee(s) Name	(3) No. Employees	(4) Annual Salary (\$)	(5) Full-time Equivalent (FTE)	(6) Total Program Cost (\$)	(7) DEDU Share (\$)	(8) Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Lead Specialist Youth Self Sufficiency	Trevon Brandhorst	1	\$60,000	0.40	\$24,000	\$24,000	Oversees youth recruitment, enrollment and program services and manage partnerships, leverage resources to effectively serve youth and families.
Lead Specialist, Data	Jessica Brandhorst	1	\$60,000	0.20	\$12,000	\$12,000	Work across FACE programming to ensure alignment between programs and data and ensure that data is properly recorded in compliance with
Manager, Youth Self-Sufficiency	David Edmonds	1	\$75,000	0.23	\$17,500	\$17,500	Supervises Program Specialists to include youth recruitment, enrollment and program services, funding and expenditures, and manages program
Program Specialist, Youth Self Sufficie	Zuleyma Duarte, Michelyn Johnson,	5	\$325,000	1.25	\$81,250	\$81,250	Support youth and families with all elements of SYEP including basic needs supports and oordinate youth placement to promote successful outcomes.
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
<b>(9) Totals</b>					\$134,750	\$134,750	

**F. Fringe Benefits and Total Personnel Cost**

Type of Fringe Benefits	Total Cost (\$)	DEDU Share (\$)	Please Show Calculations Below:
(10) Social Security & Medicare (FICA)	\$1,954	\$1,954	= 1.45% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$296	\$296	= 0.22% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) <b>Medical - \$4,116 per 1.0 FTE. 2.1 FTEs X \$4,116 = \$8,643.60</b>	\$8,644	\$8,644	= 6.42% x Line 9
(15) Other Please List <b>Pension Benefits + Disability + Retire Sick + Invest Health Insurance</b>	\$24,471	\$24,471	= 18.16% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$35,365	\$35,365	
<b>(17) Total Personnel Costs (Line 9 plus Line 16)</b>	\$170,115	\$170,115	



**DENVER**  
**ECONOMIC DEVELOPMENT**  
**& OPPORTUNITY**  
**CITY AND COUNTY OF DENVER**  
**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**PROGRAM YEAR 2020**  
**NON-PERSONNEL BUDGET**

**A. Respondent:** Denver Public Schools **C: Contract Number:** 201952795-01/202056115-01

**B. Program:** SYEP **D: Contract Period:** 1/1/2020-12/31-2020

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
<b>TRAVEL TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>Includes the following, but not limited to:</b>
Other	\$0	\$0	
<b>SUPPLIES TOTAL</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>Includes the following, but not limited to:</b>
Office Supplies	\$1,000	\$1,000	Office supplies, training materials, marketing materials and printing costs. This includes training materials for job readiness training to be implemented program wide for participants. \$222.47/month over 9 months.
Other	\$0	\$0	
<b>CONTRACTUAL TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>Includes the following, but not limited to:</b>
	\$0	\$0	
<b>PARTICIPANT COSTS TOTAL</b>	<b>\$416,188</b>	<b>\$416,188</b>	<b>Includes the following, but not limited to:</b>
Summer Academic Stipend	\$414,488	\$414,488	Direct to youth gross stipends for virtual experiences calculated at \$1,000 per participant (\$1,000 x 10.53% FICA) for 375 youth. *other non-federal grant funding to offset per participant costs for MBK youth.
MBK additional stipend	\$27,633	\$27,633	Direct to youth gross wages for MBK Professional Development participation calculated at \$500 per participant (\$500 x 10.53% FICA) for 50 youth.
Employer of Record Administrative Fees	\$26,432	\$26,432	Employer of Record fees including; administrative fees, time and attendance fees, and paycard fees calculated at 4.96% of stipend (including additional admin fees associated with additional MBK stipends)
Supportive Services	\$7,635	\$7,635	Items deemed necessary to maintain education/employment upon DEDO approval, with an average of \$20.00 per participant for 375 participants.
*Other Non-Federal Grant Funding	-	-	
Bank of America Grant Offset	-\$60,000	-\$60,000	Direct to youth funds offset by Bank of America Grant to be provided to youth by DPS.
<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>Includes the following, but not limited to:</b>
Other	\$0	\$0	
<b>INDIRECT COSTS TOTAL</b>	<b>\$42,697</b>	<b>\$42,697</b>	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$42,697	\$42,697	
<b>PAY FOR PERFORMANCE TOTAL</b>	<b>\$0</b>	<b>\$0</b>	
	\$0	\$0	
<b>(5) TOTAL NON-PERSONNEL COSTS</b>	<b>\$459,885</b>	<b>\$459,885</b>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team <b>PHONE (A/C. No. Ext):</b> 303-534-4567 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Arch Insurance Company <b>NAIC #</b> 11150	
<b>INSURER B :</b> National Union Fire Ins. Co. of PA <b>NAIC #</b> 19445	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1366202894      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCX005713706	7/1/2020	7/1/2021	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Crime - Employee Theft			014206072	7/1/2020	7/1/2021	Limit Deductible \$1,000,000 \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Cyber Liability Coverage: Policy #D95271388  
 Effective Dates: 07/01/20-07/01/21      Insurer: Federal Insurance Company  
 \$2,000,000 Limit; \$100,000 Deductible

<b>CERTIFICATE HOLDER</b>  City and County of Denver 201 W. Colfax, Depart 1101 Denver CO 80202 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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