

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 **BOYS AND GIRLS CLUBS OF METRO DENVER, INC.**, a Colorado nonprofit corporation, with an address of 2017 W 9th Ave., Denver, Colorado 80204 (the “**Contractor**”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement executed on July 6, 2022; and a First Amendatory Agreement executed on September 28, 2023 (the “**Agreement**”), for the performance of certain work set forth in the 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, 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 TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$925,500.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A, Exhibit A-1, and Exhibit A-2**.

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 TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$925,500.00)** (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**. Any services performed beyond those in **Exhibit A, Exhibit A-1, and Exhibit A-2** 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 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: MOEAI-202578542-02: LEGACY:MOEAI-202263622-02
Contractor Name: BOYS & GIRLS CLUBS OF METRO DENVER INC

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: MOEAI-202578542-02: LEGACY:MOEAI-202263622-02
Contractor Name: BOYS & GIRLS CLUBS OF METRO DENVER INC

By:

Signed by:

Jen Andrews

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Name: Jen Andrews
(please print)

Title: COO
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

Exhibit A-2

Vendor Information:				
Organization Name:	Boys & Girls Clubs of Metro Denver			
Mailing Address:	2017 W 9 th Ave, Denver, CO 80204			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Erin Porteous	Chief Executive Officer	(720) 579-3995	ErinP@bgcmd.org
Signature Authority	Michelle Houlihan	Chief Development Officer	(720) 579-3995	MichelleH@bgcmd.org
Program Contact	Steve Kinney	Director of Club Operations	(720) 579-3995	SteveK@bgcmd.org
Contract Contact	Christina Olguin Hoffman	Director of Grants & Contracts	(303)-446-6780	ChristinaHof@bgcmd.org
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				\$90,000
2026 ARPA				\$76,000
2025 Summer Bronco	11887	0103100		\$30,000
2025 GF	01010	0103400	PG000110	\$150,000
2025 ARPA	11011	0103100	PG001264 GR00002691	\$76,000
2024 total				\$206,000
2023 total				\$192,500
2022 total				\$105,000
NEW MAXIMUM CONTRACT AMOUNT				\$925,500
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 #: GYX8H5G62MD8

Current Contract:

Current Contract: MOEAI-202368661

Purchase Order: PO-00117942

Supplier Contract: SC-00007074

Previous contract total amount: \$895,500

Add: \$30,000

☒ Requires City Council approval.

Budget Breakdown for remainder of contract term	Source	Amount
1/1/25 – 5/31/25	GF	\$ 90,000
6/1/25 – 8/31/25	BRNCOS	\$ 30,000
6/1/25 – 8/31/25	ARPA-2	\$ 76,000
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	\$ 76,000
	TOTAL ARPA	\$152,000
	TOTAL GF	\$240,000
	TOTAL BRNCOS	\$ 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:

Name of Site/Physical Street Address: J. Churchill Owen Boys & Girls Club - 3480 W Kentucky Ave.,
Denver, CO 80219

Council District: Denver Public Schools

Grades Served: 6th- 12th gradeStart Date/End Date: June 9th – August 1st

Program Days: Monday, Tuesday, Wednesday, Thursday, Friday

Daily Schedule: Monday-Friday, 11 a.m.- 5 p.m.

Total # of hours per week: 29

Total # of weeks in term: 8

Exhibit A-2

Total # of program hours in term: 220

Capacity/# of slots available (average daily attendance goal): 30 (which is a 25% increase from Summer 2024 Teen ADA of 24)

of unduplicated students (enrollment goal): 50 unduplicated registered members

of anticipated regular attenders (participants attending 70% of the time): 40

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)	
Owen Club Director (50%)	6,924.91
Owen Program Manager (50%)	4,847.88
Owen Teen Specialist (100%)	3,540.00
Owen Education Specialist (30%)	2,225.71
Owen Cultural Arts Specialist (30%)	1,780.75
Owen STEM Specialist (30%)	1,780.75
Total Personnel	21,100.00
2) Fringe Benefits (percentage of taxes and benefits paid for each employee listed under Personnel)	
Owen Club Director FRINGE 19.507% (fringe %) of \$6,924.91 (personnel)	1,350.90
Owen Program Manager FRINGE 19.507% (fringe %) of \$4,847.88 (personnel)	945.72
Owen Teen Specialist FRINGE 16.666% (fringe %) of \$3,540.00 (personnel)	590.00
Owen Education Specialist FRINGE 16.637% (fringe %) of \$2,225.71 (personnel)	370.30
Owen Cultural Arts Specialist FRINGE 16.652 % (fringe %) of \$1,780.75 (personnel)	296.54
Owen STEM Specialist FRINGE 16.652 % (fringe %) of \$1,780.75 (personnel)	296.54
Total Fringe Benefits	3,850.00
Local Travel (mileage calculated (mileage calculated based on current IRS listed rate)	
3) 2025 IRS mileage rate of \$0.70 x 142.857 miles	100.00
Total Local Travel	100.00

Exhibit A-2

Program Supplies/Materials (example: office supplies, program materials)	
4) Office supplies, program materials per youth (30 daily participants) 30 x \$55.00	1,650.00
Total Program Supplies/Materials	1,650.00
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) Program partners Program partner (1) x \$300 rate	300.00
Total Sub-Contract(s)	300.00
Other Direct Costs (insurance, other program costs, food not to exceed 5%)	
6)	
Indirect costs (overhead costs not to exceed 10% of total)	
7) Indirect Costs (10%) \$30,000 (total) x .10 (indirect rate)	3,000.00
TOTAL	\$30,000.00