

## AMENDATORY AGREEMENT

**THIS 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, (the “Agreement”) to diligently undertake, perform, and complete all of the services set forth in Exhibit A, 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 3 of the Agreement entitled “**TERM**,” is amended by deleting and replacing with the following:

“**3. TERM**: The Agreement will commence on June 1, 2022, and will terminate on August 31, 2026 (the “Term”). Subject to the Executive 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 work is completed or earlier terminated by the Executive Director.”

2. 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 **EIGHT HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$875,700.00)** for fees. Amounts billed may not exceed the rates set forth in Exhibit A and A-1.

3. 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 **EIGHT HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$875,700.00)** (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 and Exhibit A-1**. Any services performed beyond those in **Exhibit A and Exhibit A-1** are performed at Contractor’s risk and without authorization under the Agreement.

**4.** Effective upon execution, section **19** of the Agreement entitled **CONFIRMATION OF LAWFUL EMPLOYMENT** is deleted.

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

**6.** As herein amended, the Agreement is affirmed and ratified in each and every particular.

**7.** This 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-1 Scope of Work

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** MOEAI-202368636-01 LEGACY-MOEAI- 202263625-01  
**Contractor Name:** 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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

MOEAI-202368636-01 LEGACY-MOEAI- 202263625-01  
SUMMER SCHOLARS

By: DocuSigned by:  
  
358534FF269249A...

Name: Abenicio D. Rael  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A-1

Scholars Unlimited  
 Comprehensive Award Amendment 1  
 PO-00118055 (SC-00007073)

Current Term: Jun 1, 2022 – May 31, 2024

New Term: Jun 1, 2022 – Aug 31, 2026 (covers 3 summers, 2 school years)

Current Total: \$350,700

Amended Amount: \$525,000

New Total: \$875,700\*

\*Will require City Council approval

ARPA ROUND 2	11011-0103100-PG001264-GR00002691
GENERAL FUNDS	01010-0103400-PG000110

Budget Amounts	Source	Amount
6/1/24 – 8/31/24	ARPA-2	\$ 75,000
9/1/24 – 12/31/24	GF	\$ 60,000
1/1/25 – 5/31/25	GF	\$ 90,000
6/1/25 – 8/31/25	ARPA-2	\$ 75,000
9/1/25 – 12/31/26	GF	\$ 60,000
1/1/26 – 5/31/26	GF	\$ 90,000
6/1/26 – 8/31/26	ARPA 2	\$ 75,000
	TOTAL ARPA	\$225,000
	TOTAL GF	\$300,000
# of Sites: 3	<b>GRAND TOTAL</b>	<b>\$525,000</b>

#### Important Notes:

- 1) Funds are contingent upon:
  - a. Each year's City budget allocation process
  - b. Contract performance based on meeting expectations below
- 2) While the contract amount will be for the total amount of funds, an annual detailed budget must be submitted in November of each year to add funds in the City's accounting system for the coming year. Funds can be used for the following categories: personnel/salaries, fringe benefits, travel, program supplies/materials, subcontracts, other direct cost, and indirect costs.
- 3) Funds must be fully spent in each fiscal year (Jan-Dec) for which they are allocated. Under no circumstances can funds roll forward into the next year.
- 4) ARPA funds are subject to federal regulations and terms and conditions.

#### Expectations:

- Maintain comprehensive services\* for the same number of sites and participants at the sites identified in your original SOW. If there is a change in location or anticipation of following below the minimum dosage level, this must be communicated to your program manager immediately.
- Adhere to all expectations and reporting requirements as outlined in original SOW, including but not limited to tracking of participant demographics, attendance, outcome measures, maintaining a DPS partnership and data sharing agreement
- Participate in DAA activities as outlined in your original SOW and as requested, including maintaining a profile on DAAconnect, participating in quality initiatives and evaluation processes, participation sustainability coalition meetings, hosting site visits, etc.
- NEW: During each summer, participation in summer PQA process at one site minimum.
- NEW: For organizations serving middle school students, deliver the new vaping prevention curriculum to at least 10 middle school students each summer
- NEW: For organizations serving high school students, deliver the new opioid prevention curriculum to at least 10 youth each summer.

\* Comprehensive Services Requirements

- Provide free or extremely low-cost programming to a large group of multi-age youth, with the goal of having youth attend on a regular basis
- Offer a variety of academic and enrichment programming that incorporates social, emotional, and academic learning
- Typically have a full-time program coordinator to allow for strong partnerships with schools and other providers
- Minimum Dosage and Participant Requirements:
  - Elementary (K-5)
    - School Year: 30+ weeks at the same site, offering programming 4-5 days/week for a minimum of 12 hours/week, serving a minimum of 50 regular participants
    - Summer: 6+ weeks, offering programming 4-5 days/week for at least 6 hours/day for a minimum of 24 hours per week, serving a minimum of 30 regular participants
  - Middle/High (6-12)
    - School Year: 30+ weeks at the same site, offering programming 3-4 days/week for a minimum of 8 hours/week, serving a minimum of 25 regular participants
    - Summer: 4+ weeks, offering programming 3-4 days/week for at least 4 hours/day for a minimum of 12 hours per week, serving a minimum of 25 regular participants