

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HEART & HAND CENTER**, a Colorado nonprofit corporation, with an address of 608 26th Street, Second Level, Denver, Colorado 80205, Colorado (“Contractor”); which may individually be referred to herein as a “Party” or jointly as “Parties”.

RECITALS

WHEREAS, The Parties entered into an Agreement executed on August 4, 2022, and an Amendatory Agreement executed on September 19, 2023 (the “Agreement”) to diligently undertake, perform, and complete all of the services set forth in Exhibits A and A-1, 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 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 **SIX HUNDRED SIXTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$616,500.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibits A, A-1, and A-2**.

2. 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 **SIX HUNDRED SIXTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$616,500.00)** (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 **Exhibits A, A-1, and A-2**. Any services performed

beyond those in **Exhibits A, A-1, and A-2**, are performed at Contractor's risk and without authorization under the Agreement.

3. The following Section, entitled "**COMPLIANCE WITH DENVER WAGE LAWS**" is hereby added as Section **37**:

"37. COMPLIANCE WITH DENVER WAGE LAWS: 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."

4. Effective upon execution, all references to "**Exhibit A and A-1**" in the existing Agreement shall be amended to read "**Exhibits A, A-1, and A-2**" as applicable. The Scope of Work marked as **Exhibit A-2** is attached hereto and incorporated herein by this reference.

5. 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.

EXHIBITS

Exhibit A-2 Scope of Work

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

MOEAI-202578541-02: LEGACY:MOEAI-202263700-02
HEART & HAND CENTER

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: _____

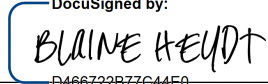
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202578541-02: LEGACY:MOEAI-202263700-02
HEART & HAND CENTER

By:  DocuSigned by:
BLAINE HEYDT
D466722B77C44E0...

Name: BLAINE HEYDT
(please print)

Title: Co-Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2

Vendor Information:				
Organization Name:	Heart and Hand Center			
Mailing Address:	608 26th Street, 2nd Level, Denver, CO 80205			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Blaine Heydt	Co-Director	303-522-1115	blaineheydt@heartandhandcenter.org
Signature Authority	Cami Tam	Co-Director	720-381-2264	camitam@heartandhandcenter.org
Program Contact	Cami Tam	Co-Director	720-381-2264	camitam@heartandhandcenter.org
Contract Contact	Blaine Heydt	Co-Director	303-522-1115	blaineheydt@heartandhandcenter.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				\$55,000
2026 ARPA				\$46,000
2025 Summer Bronco	11887	0103100		\$26,500
2025 GF	01010	0103400	PG000110	\$100,000
2025 ARPA	11011	0103100	PG001264 GR00002691	\$46,000
2024 total				\$145,000
2023 total				\$126,000
2022 total				\$72,000
NEW MAXIMUM CONTRACT AMOUNT				\$616,500
Contract Term:	June 1, 2022 – August 31, 2026			
If selected by Competitive Process, Title of RFX:	2025 Summer Program IFB			

UEI #: C3YHTQJJSK28

Exhibit A-2**Current Contract:**

Current Contract: MOEAI-202368645

Purchase Order: PO-00118693

Supplier Contract: SC-00007169

Previous contract total amount: \$338,000

Add: \$26,500

☒ Requires City Council approval.

Budget Breakdown for remainder of contract term	Source	Amount
1/1/25 – 5/31/25	GF	\$ 55,000
6/1/25 – 8/31/25	BRONCOS	\$ 26,500
6/1/25 – 8/31/25	ARPA-2	\$ 46,000
9/1/25 – 12/31/25	GF	\$ 45,000
1/1/26 – 5/31/26	GF	\$ 55,000
6/1/26 – 8/31/26	ARPA 2	\$ 46,000
	TOTAL ARPA	\$ 92,000
	TOTAL GF	\$155,000
	TOTAL BRONCOS	\$ 26,500

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: Bruce Randolph-3955 Steele Street, Denver, CO 80205

****Please note that we have not yet received approval to run summer camp here and this may change.****

Council District: 9

Grades Served: Rising 6th - Rising 9th

Start Date/End Date: 6/9/2025 - 07/25/2025

Program Days: Monday - Friday

Daily Schedule: Monday - Thursday: 8am-3pm; Fridays: 8am-12pm

Total # of hours per week: 32

Total # of weeks in term: 7

Total # of program hours in term: 224

Capacity/# of slots available (average daily attendance goal): 20

of unduplicated students (enrollment goal): 25

of anticipated regular attenders (participants attending 70% of the time): 80%

Exhibit A-2

Notes (anything else we should know about this site): **We have not yet received approval to run summer camp at Bruce Randolph and the site/location may change.**

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)	
Program Manager position - This is a full time salaried position and is budgeted for 8 this summer (7 weeks of summer programming and 1 week of onboarding). This staff member is paid \$55,166.80 annually and spends 100% of their time on direct services and support of this program site. They plan programming based on our whole-child approach, are responsible for implementing our Social-Emotional Learning (SEL) curriculum and ensuring we focus on SEL daily, coordinate the program schedule and bring in outside providers, implement programming, and collect program data for our program site. They are also responsible for enrollment at the site.	\$8,487.20
Program Manager position - This is a full time salaried position and is budgeted for 8 this summer (7 weeks of summer programming and 1 week of onboarding). This staff member is paid \$51,500 annually and spends 100% of their time on direct services and support of this program site. They plan programming based on our whole-child approach, are responsible for implementing our Social-Emotional Learning (SEL) curriculum and ensuring we focus on SEL daily, coordinate the program schedule and bring in outside providers, implement programming, and collect program data for our program site. They are also responsible for enrollment at the site.	\$7,923.08
Program Leader position - This is a seasonal position scheduled to work 40 hours per week for 7 weeks of summer programming and 1 week of onboarding. This staff member is paid at a rate of \$18.50-\$19/hr and spends 100% of their time on direct services and implementing programming at this program site.	\$4,639.72
2) Fringe Benefits (percentage of taxes and benefits paid for each employee listed under Personnel)	

Exhibit A-2

3) Local Travel (mileage calculated (mileage calculated based on current IRS listed rate)	
Field trips - approximately 10 paid field trips. Examples of field trips include: entrance fees to pools, daily vehicle pass for state parks, and one larger field trip (e.g. theme park, skating, etc.). Swimming is estimated at \$25/week for 7 weeks = \$175, state park day pass for up to 25 students (in 2 vehicles) is approx. \$25, large field trip (e.g. theme park, skating, etc.) is estimated at \$20/student for 25 students = approx. \$500	\$700.00
Gas for two 15 passenger vans to take students on field trips (estimating 1-2 per week for 7 weeks) and for any transportation to and from the program site for students needing assistance getting to camp we are anticipating needing to fill the vans up every other week for an average of approx. \$80/van bi-weekly.	\$300.00
4) Program Supplies/Materials (example: office supplies, program materials)	
Program supplies and materials for 25 students for 7 weeks of programming, so approx. \$40/student. This includes things like: art supplies, stem activity supplies, balls, paper, pencils, etc.	\$1,000.00
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)	
Heart & Hand partners with outside providers, for all of our school-based programming, who are experts on each area of our whole-child model. They provide workshops that are focused on academic enrichment, health and wellness, family engagement, family engagement and social emotional skills. Workshop providers are typically paid \$50-\$75/session so this calculation is based on 10-16 workshop sessions over the summer.	\$800.00
6) Other Direct Costs (insurance, other program costs, food not to exceed 5%)	

Exhibit A-2

7) Indirect costs (overhead costs not to exceed 10% of total)	
Indirect Costs - rent, insurance, office supplies, etc.	\$2,650.00
TOTAL	26,500.00