

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 (the “City”) and **BOYS AND GIRLS CLUBS OF METRO DENVER, INC.**, a Colorado nonprofit corporation (the “Contractor”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement executed on July 6, 2022 (the “**Agreement**”) for the performance of certain work set forth in that Agreement and Exhibit A 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, modify the exhibits, and extend the term date 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 and Exhibit A-1**, as applicable.” The Scope of Work marked as **Exhibit A-1** is attached hereto and incorporated herein by this reference.

2. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“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.”

3. 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 **EIGHT HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$895,500.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.

4. 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 **EIGHT HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$895,500.00)** (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-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor's risk and without authorization under the Agreement.”

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

6. This First 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-202368661-01 LEGACY: MOEAI-202263622-01
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:
Contractor Name:

MOEAI-202368661-01 LEGACY: MOEAI-202263622-01
BOYS & GIRLS CLUBS OF METRO DENVER INC

By:  _____
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Name: Erin Porteous
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

Boys & Girls Clubs Comprehensive Award (Total # of Sites: 6)

PO-00117942 (SC-00007074)

Amendment 1

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

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

Current Total: \$367,500

Amended Amount: \$528,000

New Total: \$895,500*

*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	\$ 76,000
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	\$ 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	\$228,000
	TOTAL GF	\$300,000
	GRAND TOTAL	\$528,000

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

EXHIBIT A-1

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