

## 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 **COLORADO STATEWIDE PARENT COALITION**, a Colorado nonprofit corporation whose principal office address is 5336 Columbine Lane, Denver, CO 80221 (the “Contractor”), jointly the “Parties.”

### RECITALS

**A.** The City and Contractor entered into an Agreement executed on May 31, 2022 (the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

**B.** The Parties wish to amend the Agreement to extend the term and increase the maximum amount of funding to the Contractor.

**NOW, THEREFORE**, the Parties hereby agree 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.** All references to “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit B and Exhibit B-1, as applicable.” The Certificate of Insurance marked as Exhibit B-1 is attached hereto and incorporated herein by this reference.

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

“**3. TERM:** The Agreement will commence on **January 1, 2022** and will terminate on **April 30, 2023** (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.

**4.** Section 4(a) of the Agreement entitled “**FEE**” is amended to read as follows:

“**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 THIRTY THREE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$833,400.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A** and **Exhibit A-1** as applicable.”

**5.** Section 4(d)(1) of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended to read as follows:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$833,400.00)** (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 the Contractor beyond that specifically described in in **Exhibit A** and **Exhibit A-1**. Any services performed beyond those in **Exhibit A** and **Exhibit A-1** are performed at the Contractor’s risk and without authorization under the Agreement.”

6. Except as amended in this Amendatory Agreement, 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.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

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

MOEAI-202264064-01 LEGACY:MOEAI-202262292-01  
COLORADO STATEWIDE PARENT COALITION

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:

\_\_\_\_\_

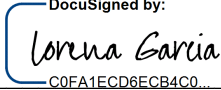
\_\_\_\_\_

By:

\_\_\_\_\_

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

MOEAI-202264064-01 LEGACY:MOEAI-202262292-01  
COLORADO STATEWIDE PARENT COALITION

By:  \_\_\_\_\_  
C0FA1ECD6ECB4C0...

Name: Lorena Garcia  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A-1

5336 COLUMBINE LN

DENVER, COLORADO, 80221

**SCOPE OF WORK –**

June 6, 2022

**OVERVIEW**

<b>Contractor Info:</b>	
<b>Organization:</b>	Colorado Statewide Parent Coalition
<b>Contact Person:</b>	Lorena Garcia
<b>Address:</b>	5336 Columbine Lane, Denver CO 80221
<b>Phone:</b>	720-636-5691
<b>Email:</b>	lorena@coparentcoalition.org
<b>Signatory Authority Name (Primary):</b>	Lorena Garcia
<b>Contact phone and email:</b>	720-636-5691, lorena@coparentcoalition.org
<b>Signatory Authority Name Secondary):</b>	
<b>Contact phone and email:</b>	
<b>Program:</b>	PASO (ARPA)
<b>Contract #:</b>	MOEAI-202264064-01/Legacy: MOEAI-202262292-01
<b>Fund:</b>	11011
<b>Cost Center:</b>	0103100
<b>Program Code:</b>	N/A
<b>Grant ID:</b>	GR-00002242
<b>PO line number:</b>	1

**Contract Term: January 1, 2022 – April 30, 2023****Contract Amount: ADD \$146,000 new max contract: \$833,400  
(original contract amount \$687.400)**

## EXHIBIT A-1

**Please Note: All 2022 expenses must be billed no later than January 31, 2023**  
**All 2023 expenses must be billed no later than July 31, 2023**

### **Work Description:**

The Colorado Statewide Parent Coalition (CSPC) will be providing 8 PASO institutes serving up to 20 informal childcare providers per cohort in the calendar year of 2022 to support informal childcare providers to apply for the Child Development Certificate. PASO will support FFN providers to be high quality early childhood educators and providers for immigrant and refugee communities and communities of color. CSPC will also work with at least 20 FFN providers in establishing community gardens for FFN providers. CSPC will also develop a PASO course for providers working with Children with Special Needs. CSPC will also partner with Consumption Literacy Project to establish three FFN Garden communities with 5 providers in each community. These will be in GES, Montbello, and Southwest Denver. These gardens will support the Food sustainability for FFN providers.

### **Services:**

Jan-Feb – Recruitment for 3 Spring PASO institutes

Feb-June – PASO Institute,

June – Aug. Child Development Associates (CDA) credential support, recruitment for Fall Institutes,

June-Dec – Community Garden initiative

Aug – Dec. – Fall Institute

Dec – CDA support

Spring 2023 – additional cohort

### **Budget/Budget Narrative:**

		<b>TOTAL</b>	<b>ORIGINAL</b>	<b>AMENDMENT</b>
1.) Personnel			335,500	45,000
2.) Fringe			41,040	13,500
3.) Travel			0	500
4.) Equipment			0	0

## EXHIBIT A-1

5.) Supplies/Materials		36,000	12,000
6.) Sub-Contracts		100,000	75,000
7.) Construction		0	
8.) Other Direct Costs		174,860	
9.) Indirect Costs		0	
<b>TOTAL:</b>	<b>\$833,400</b>	<b>\$687,400</b>	<b>\$146,000</b>

### 1.) Personnel \$ 380,500

3.5 FT PASO coordinators - @ 45,000/yr each – 157,500

4 PT PASO coordinators .2FTE – 43,200

PASO manager - @ .8 FTE 49,600/yr

Operations Manager - @.3 FTE 17,000/yr

Executive Director - .2 FTE@ \$24,000/yr

PASO Outreach and recruiter 1.25 FTE: \$60,000/yr

Deputy Director - .2FTE @ \$16,000 /yr

Admin associate - .1FTE – \$5,700/yr

Evaluation Director - .1FTE- \$7,500/yr

TOTAL: \$380,500

### 2.) Fringe \$54,540

All staff fringe is calculated at 18%

TOTAL: \$54,540

### 3.) Travel \$- 500

Mileage @ IRS rate (calculated according to Fiscal Rules)

TOTAL: \$500

### 4.) Equipment \$-

(As applicable/eligible: items which exceed \$5000 in value)

## EXHIBIT A-1

TOTAL:

### 5.) Supplies/Materials \$ 48,000

Books and learning materials - \$300 per student at 140 students = 42,000

Gardening materials for the FFN home based gardens – \$6,000

TOTAL: \$48,000

### 6.) Sub-Contracts \$- 175,000

Curriculum writer - \$25,000

- Teresa Garcia – master’s in education, PASO curriculum Writer

Special needs expertise contractor - \$75,000 – 5 @ \$15,000 per expert

- Heidi Barker, Ph.D. – Regis University Interim Dean and Professor
- Kelli Woodrow, Ph.D. – Professor – Regis University
- Xiomara Blanco – Parent with Child with special Needs, coordinator of Grupo De Apoyo, program for parents with Children with Special Needs
- Eugenia Brady – Parent and Parent Advocate for children with special needs
- 5<sup>th</sup> expert, not yet identified.

Consumption Learning Project - \$75,000 for FFN garden development, training, maintenance

Interpretation for in person and virtual sessions and translation services for curriculum - \$36,000

TOTAL: 175,000

### 7.) Construction \$-

(ONLY as applicable/eligible)

### 8.) Other Direct Costs \$-

Student registration scholarships – \$36,000

CDA cost - \$51,000 – \$425 per application for 120 FFN providers



## EXHIBIT A-1

Stipends for families to support Special needs curriculum – 29,000

Stipends for providers to Pilot Special needs Curriculum – \$22,860

TOTAL: 174,860

### 9.) Indirect Costs \$-

Overhead (not to exceed 5-10% of total award)

TOTAL:

### Grant Requirements - General

- Final report must be delivered with recommendations for implementation at the end of this agreement through an official proposal meeting.

### Requirements – Office of Children’s Affairs

- Vendor staff may be required to meet with an Office of Children’s Affairs representative to debrief, share lessons learned about grant process, programming impact, etc.
- Vendor may be required to host one site visit for Office of Children’s Affairs staff each year.
- All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children’s Affairs

MOEAI - 202264064

EXHIBIT B-1

8/11/2022 2:44:17 PM

11214919 Colorado Statewide Parent Coalition

Certificate Of Insurance

DATE (MM/DD/YYYY)  
8/11/2022



CERTIFICATE OF LIABILITY INSURANCE

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>  insureon Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	<b>CONTACT NAME:</b> <b>PHONE (A/C. No., Ext.):</b> (800) 688-1984 <b>FAX (A/C. No.):</b> 312-690-4123 <b>E-MAIL:</b> <b>ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AmTrust</td> <td></td> </tr> <tr> <td>INSURER B: United States Liability Insurance Co</td> <td>25895</td> </tr> <tr> <td>INSURER C: United States Liability Insurance Co</td> <td>25895</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AmTrust		INSURER B: United States Liability Insurance Co	25895	INSURER C: United States Liability Insurance Co	25895	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> Colorado Statewide Parent Coalition 7150 Hooker St., Suite B, Westminster, CO, 80030														

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Yes Yes	NBP1561310A	4/28/2022	4/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					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 Yes N/A	QWC1207116	3/9/2022	3/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors and Officers Liability		NBP1561310A	4/28/2022	4/28/2023	Occurrence/Aggregate \$ / \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 For Commercial General Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage.

<b>CERTIFICATE HOLDER</b>  City and County of Denver 201 West Colfax Ave Dept. 1105 Denver, CO 80202	<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  