

**SECOND AMENDATORY AGREEMENT**

09-836-B

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO**, a Colorado not-for profit corporation, whose address is 900 Grant Street, Denver, Colorado 80204 (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City previously retained the Contractor by an Agreement dated September 29, 2009, as amended by an Amendatory Agreement dated December 29, 2009, to provide Head Start services for program year 2009-2010 (together, the "Agreement"); and

**WHEREAS**, the parties now wish to amend the Agreement to increase the Maximum Contract Amount to provide additional funding for FY2009 Cost of Living Adjustment;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Subparagraph A of paragraph 7 of the Agreement is amended to read as follows:

**"A. Payment.** The City agrees to make available to the Contractor, in accordance with the terms of this Agreement, federal funds appropriated, granted or otherwise made available for purposes consistent with this Agreement, and the Contractor agrees to accept as full payment for the services an amount not to exceed One Million Three Hundred Forty Two Thousand Seven Hundred One Dollars and Zero Cents (\$1,342,701.00) (the "Maximum Contract Amount"). The Maximum Contract Amount is to be paid for the satisfactory performance of Contractor's obligations under this Agreement in accordance with the budgeted amounts contained on Exhibit B, the budgeted amount described on Exhibit B-1, and Exhibit B-2, and upon receipt and approval of Contractor's invoice."

2. Subparagraph D of paragraph 7 of the Agreement is amended to read as follows:

**"D. Non-Federal Share Match.** The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for Head Start program.

Contractor's contribution under this Agreement will be Three Hundred Thirty Five Thousand Six Hundred Seventy Five Dollars and Twenty Cents (\$335,675.20) as set forth in more detail in Exhibit B, B-1, and B-2. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is consistent with amounts and categories listed on **Exhibit B, B-1, B-2**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis."

3. Upon the execution of this instrument, all references to "...Exhibit B..." in the Agreement shall be amended to read: "...Exhibits B, B-1, and B-2, as applicable...". A copy of **Exhibit B-2** is attached to this Second Amendatory Agreement and incorporated herein by this reference.
4. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Agreement shall remain in full force and effect as though set out in full herein.
5. This Second Amendatory Agreement is expressly subject to and shall not become effective or binding on the City until fully executed by all signatories of the City and County of Denver, and, if required by Charter, approved by City Council.
6. This Second Amendatory Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed, through their respective lawfully empowered representatives, the Second Amendatory Agreement as of the day and year first above written.

**ATTEST:**

**CITY AND COUNTY OF DENVER**

\_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio Clerk  
of the City and County of Denver

**APPROVED AS TO FORM:**

City Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Executive Director, Mayor's Office for  
Education and Children

By: *Shantel A. Harty*  
Director, Head Start Office

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Auditor  
Contract Control No. GE90473(2)

“CITY”

**SCHOOL DISTRICT NO. 1 IN THE CITY  
AND COUNTY OF DENVER AND STATE  
OF COLORADO**  
I.R.S. Identification No. 84-6001099

**Approved as to form:** \_\_\_\_\_  
**General Counsel**  
**Denver Public Schools**

By: *Michael S. Thomas*  
Name *Michael S. Thomas*  
(please print)

Title *Director of Purchasing*  
“CONTRACTOR”

**Exhibit B-2**

### **Denver Public Schools Head Start Revised Application for FY 2009 Cost-of-Living Adjustment**

Denver Public Schools Head Start will utilize the \$28,405 available for COLA for permanent increases to salary scale and for increased operation costs.

The amount of \$15,710 will be allocated to permanent increases to, both the individual and salary scale for teachers, nurse, education coordinator, secretary and accountant. Twelve thousand, six hundred ninety-five dollars will be applied to increases in operating costs in the areas of mileage reimbursement and nutrition.

In-Kind for the personnel, mileage reimbursement and nutrition will be \$7,101 for 473 hours of classroom parent volunteer time. The volunteer rate is \$15.02 per hour which includes fringe benefits.