

**AGREEMENT for Head Start Services for Program Year 2013-2014**

# AGREEMENT

**THIS 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 **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado not-for-profit corporation, whose address is 1780 Marion Street, Denver, Colorado 80218 (the “Contractor”) collectively “the parties”.

**1. DEFINITIONS:** In addition to other terms which may be defined elsewhere in this Agreement, the following terms will have the meanings set forth in such subparagraph wherever used in this Agreement with the first letter of each capitalized.

**A.** “ACF” means the Administration For Children, Youth and Families.

**B.** “CFR” means the Code of Federal Regulations.

**C.** “Delegate Agency” means the Contractor or Contractor’s successor in interest with whom the City has contracted to operate a portion of the City’s Head Start Program.

**D.** “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in Targeted Areas of the City and County of Denver (Head Start CFDA #93.600).

**E.** “Grant” means an award of financial assistance in the form of money, or property in lieu of money, by Federal Government through ACF to the City to operate Head Start Programs.

**F.** “Head Start” means a program of educational, social, psychological, health nutritional and parent education services to children and their families eligible to participate in Head Start programs under applicable guidelines of HHS.

**G.** “HHS” means the United States Department of Health and Human Services.

**H.** “Program Year” means the period of time designated by the ACF to the City to provide Head Start programs under the Grant (and is currently set as the calendar year beginning on July 1 and ending on June 30).

**I.** “Service Area” means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver’s Head Start Program by a Delegate Agency.

**J.** “Services” means the scope of services to be provided by the

Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start program.

**K.** “Subcontractor” means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

**L.** “Subdelegate” means any entity retained by Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors or entities retained to provide goods, services or supplies under this Agreement.

**M.** “Targeted Areas” means the specific geographic areas within the City and County of Denver designated by ACF as areas to be served under Denver’s Head Start Program.

**N.** “Vendor” means, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

**2. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or the Director’s Designee.

**3. CONTRACT DOCUMENTS:** This Agreement consists of Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

**A.** Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2013-2014.

**B.** Exhibit B, Contractor’s Budget.

**C.** Exhibit C, Calendar of Times and Days of Operations.

**D.** Exhibit D, Schedule for submission of reports.

**E.** Exhibit E, Certificate of Insurance.

**F.** Exhibit F, Site Locations.

**G.** Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

The terms and conditions of paragraphs 1 through 44 hereof will control

any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

**4. TERM:** The Agreement will commence on July 1, 2013, and will expire on December 31, 2013 (the "Term"). Subject to the 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 Director.

**5. SERVICES TO BE PERFORMED:**

**A.** At the direction of the Director, or the Director's Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth on the Exhibits attached hereto to the City's satisfaction.

**B.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.

**C.** The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**6. CONTRACTOR'S RESPONSIBILITIES:** In addition to any and all obligations required by law or stated elsewhere in this Agreement or in any attachments hereto, the Contractor will:

**A.** Assist the City as requested in reviewing currently designated Head Start facilities and provide advice and input concerning any and all decisions about such facilities;

**B.** Communicate timely with the Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested by the Director or the Director's designated representative;

**C.** Ensure that all of Contractor's staff have adequate skills and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

**D.** Permit the City or the ACF to carry out reasonable monitoring and evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

**E.** Obtain and maintain all applicable licenses, permits and authority required to provide services under this Agreement;



**F.** Establish and maintain efficient and effective records and record keeping policies in accordance with the requirements prescribed by the federal government or reasonably required by the City for all matters covered by this Agreement to provide accurate and timely information regarding children, families, and staff, and will ensure appropriate confidentiality of this information;

**G.** Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause and that occur on any of Contractor's Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved by the management team. Further, in addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

**H.** Establish policies and procedures to secure and protect all Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include but are not limited to methods to prevent the use of e-mail and Internet services for non-business purposes.

**I.** Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours of operation.

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease program operations for a limited period of time; provided, however, that Contractor will immediately take all necessary and appropriate measures

to ensure that services are immediately reinstated for any and all children enrolled in Contractor's Head Start programs that may be displaced as a result of an emergency. In the event that Contractor ceases program operations as a result of an emergency, the Contractor will notify the Director of the cessation in program operations, the site or facility where program operations ceased, the actions taken by Contractor in response to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

**J.** Maintain program operations for the length of the Program Year as set forth in Exhibit C. If the Contractor changes the length of the Program Year or deviates in any manner from Exhibit C, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in paragraph 21 below.

**K.** Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 as may be amended from time to time and will ensure that any and all subcontractors will comply with said provisions.

**L.** Comply with all directives of the City issued in the form of a City issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing.

**M.** Obtain, for each child enrolled in the Delegate Agency's Head Start program, a student identification number from the Local Education Agency (LEA) for the City and County of Denver and maintain this information in a comprehensive up-to-date report consistent with any format designated by the City.

## **7. COMPENSATION:**

**A. Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement in accordance with the budget contained in Exhibit B.

**B. Reimbursable Expenses:** Except as set forth on Exhibit B, there are no reimbursable expenses allowed under the Agreement.

**C. Invoices/Budget modifications.**

(1) Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will expend its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Eight Hundred Thousand Three Hundred Eighty Two and 68/100 Dollars (\$800,382.68)** (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**. Any services performed beyond those in Exhibit A

are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. Recovery of incorrect payments.** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law.

**F. 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 the Head Start program. Contractor's contribution under this Agreement will be **Two Hundred Ninety Five Thousand Dollars and 50 Cents (\$200,095.50)** as set forth in more detail in Exhibit B. 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 inconsistent with amounts and categories listed on **Exhibit B**, 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.

**G. Expenditure Variance Reports.** The Contractor will prepare and submit to the City, according to the schedule in Exhibit D or a date agreed upon in writing by the parties, a Expenditure Variance Report setting out in detail the following information: 1) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Expenditure Variance Report; and 2) all non-federal share contributions made by Contractor during the budget period designated in Contractor's expenditure variances.

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with official documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals, invoices paid by the Contractor that equals or exceeds One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's Exhibit B will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising Exhibit B or it may terminate this Agreement.

**I. Maximum Contract Liability.**

**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

**(2)** The City's payment obligation, whether direct or contingent, extends only to funds appropriated by the United States Government and the Denver

City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

## **8. REPORTS:**

**A.** The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

**(1) Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies. The Contractor will maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City;

**(2) Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will

monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 C.F.R. 1305.8, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City;

(3) **Personnel Report.** The Personnel Report will include quarterly and year to date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City;

(4) **Expenditure Variance Report.** The Expenditure Variance Report will include the information designated in paragraph 7.E of this Agreement concerning monthly expenditures, invoices, and non-federal share match requirements. The Expenditure Variance Report will be consistent with any format designated by the City.

(5) **United States Department of Agriculture (USDA) Report.** The USDA Report will include a complete listing of all funds reimbursed to the Contractor by the U.S. Dept. Of Agriculture for the costs of providing meals for children enrolled in or otherwise served by Head Start programs and will be consistent with any format designated by the City;

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in Exhibits A and B as well as an evaluation of the effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City;

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City;

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this

Agreement or the Grant.

**(9) Inventory Report.** In accordance with paragraph 22.B below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. The date for submission of the Inventory Report may be set forth in Exhibit D or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

**B.** The reports required in this paragraph 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with Exhibit D, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with Exhibit D and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

**9. PERFORMANCE MONITORING/INSPECTION:** The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement.

**10. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose



whatsoever.

## **11. EXAMINATION OF CONTRACTOR RECORDS:**

**A.** Any authorized agent of the City including the City Auditor or the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**B.** The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

**C.** The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements.

## **12. AUDIT REQUIREMENTS:**

**A.** The Contractor will cause an annual single audit of Head Start services provided under this Agreement to be prepared by an independent auditor in accordance with applicable federal, state and City laws. Where required by applicable federal, state or city law, Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with generally accepted principles.

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own

independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

**C.** If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City in writing and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

**D.** The Contractor will satisfy the requirements of the Single Audit Act of 1984, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

**13. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

#### **14. INSURANCE:**

**A.** If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended ("Act"), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

B. If the Contractor is not a “public entity” then, the following general conditions apply:

**General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. **(2) Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. **(3) Additional Insureds:** For Commercial General Liability and Auto Liability, the Contractor’s, Subdelegate’s, and Subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**(4) Waiver of Subrogation:** For all coverages, except Student Accident coverage, Contractor’s insurer shall waive subrogation rights against the City.

**(5) Subdelegates, Subcontractors and Subconsultants:** All Subdelegates, Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subdelegates or Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

**(6) Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**(7) Commercial General Liability** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**(8) Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**(9) Student Accident:** Contractor will maintain limits of Fifty Thousand Dollars (\$50,000) per claim for participants in the Head Start Program.

**(10) Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision;
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) No exclusion for sexual abuse or molestation.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**(11) Bond.** If required by applicable federal law, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

## **15. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor, its Subdelegates, Subcontractors, subconsultants, or Vendors, either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful

misconduct of City.

**B.** Contractor's duty to defend and indemnify shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

**C.** Contractor will defend any and all Claims which may be brought or threatened against City, its appointed and elected officials, agents and employees, and will pay on behalf of City, its appointed and elected officials, agents and employees, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City, its appointed and elected officials, agents and employees, shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**16. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**17. ASSIGNMENT AND SUBCONTRACTING:**

**A. By the City.** The City may assign or transfer this Agreement at its discretion or when required by the ACF.

**B. By the Contractor.** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain

responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

## **18. DEFICIENCIES/NONCOMPLIANCE:**

**A. Deficiencies.** The City has the right at all times to determine, in its sole discretion, that Contractor has one or more deficiencies ("Deficiencies"), as such term is defined at 45 C.F.R. Section 1304.3(a)(6) and as such section may be amended from time to time. If the Director finds that the Contractor has Deficiencies, the Director will notify the Contractor in writing of such findings of Deficiencies ("Notice of Findings of Deficiencies"). The Notice of Findings will identify the Deficiencies to be corrected and will state that the Contractor is to correct the Deficiencies immediately or must instead develop a Quality Improvement Plan (the "Quality Improvement Plan") to correct the Deficiencies.

**B. Quality Improvement Plan to Correct Deficiencies.** Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons why it so disapproved of the Quality Improvement Plan. If the Quality Improvement Plan is

disapproved, the Contractor must submit a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the Quality Improvement Plan.

Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

**C. Findings of Noncompliance.** The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

**19. REMEDIES:** If the Contractor does not timely correct an identified deficiency within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

**A.** Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

**B.** Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which,



due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

**C.** Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar prior written notice to Contractor;

**D.** Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

**E.** Reduce any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

**F.** Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the City's Head Start Grant;

**G.** Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

**H.** Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City.

## **20. OTHER GROUNDS FOR TERMINATION:**

### **A. By the City.**

1. The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the thirty days.

2. The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City or if the Grant is suspended or terminated, in whole or in part, by HHS.

3. Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault,

bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

**B. By the Contractor.** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to ensure that adequate arrangements have been made for the transfer of Contractor's activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

**C.** Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in paragraph 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## 21. PROCUREMENT:

**A. Services and Supplies.** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

**B. Equipment and Controlled Assets.** "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99) and tangible personal property that fall in the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand, Five Hundred Dollars (\$2,500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety Nine-Cents (\$4,999.99).

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. The Contractor will establish

and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

**C. Real Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real property without the prior written consent of the City. Any proposed transaction to acquire title to real property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

**22. SUBJECT TO ACF APPROVAL:** This Agreement is subject to the approval of the responsible HHS official in accordance with the provisions of the CFR.

**23. SITE LOCATIONS, LEASES AND LICENSES:**

**A. Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit F**, entitled Site Locations. The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on Exhibit F. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

**B. Changes to Site Locations.** If the Contractor or any employee determines that it is necessary to move, change or operate a Head Start program in any other facility or location, it will notify the Director in writing within fourteen (14) calendar days of the date of such determination and will provide an explanation as to the reason why the move, change or new operation should be undertaken. The Contractor will not move, change or operate any Head Start program in any other facility or location, unless the City has approved of such move, change or operation in writing, in advance of any contractual obligation and occupancy by the Contractor of such new facility.

**C. Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF

Program Instruction #ACYF-PI-HS-95-04, or any applicable City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

**D. Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in Exhibit F. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in Exhibit F. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

**24. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A.** The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C.** All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of

Head Start programs or the expenditure of federal funds;

**D.** 45 CFR Part 16, 74, 80, and 92;

**E.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

**F.** City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;

**G.** "New Restrictions on Lobbying" as set forth in implementing regulations 45 C.F.R. Part 93. Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**H.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the City may pursue any and all available remedies available to the City including but not limited to terminating this Agreement immediately upon written notice to Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Order 12549 and its implementing regulations;

I. The Americans with Disabilities Act as codified at 42 U.S.C. 12101, *et seq.*;

J. City and County of Denver policy concerning nondiscrimination in employment. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

K. All circulars of the U.S. Office of Management and Budget ("OMB");

L. All policies and procedures set forth in the City and County of Denver, Denver Head Start Office, Policy Manual;

M. Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975; and

N. 40 U.S.C. Section 276a-a(7) (2000), the Davis-Bacon Act or to the extent that the Davis-Bacon Act is deemed not to apply to this Agreement, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages. Section 20-76 of the Den. Rev. Mun. Code is attached hereto and marked as **Exhibit G**.

O. No Employment of Illegal Aliens to Perform Work Under the Agreement:

1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

2. The Contractor certifies that:

(a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(b) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who

are newly hired for employment to perform work under this Agreement.

**3.** The Contractor also agrees and represents that:

**(a)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(b)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(c)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

**(d)** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**(e)** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

**(f)** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

**4.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.



**25. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

**26. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**27. NOTICES:**

All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Director, Denver's Head Start Office  
201 West Colfax Avenue, Dept. 1105  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**28. DISPUTE RESOLUTION:** Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

**29. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

**30. CONFIDENTIALITY:**

**A. Confidential Information.** The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. During the term of this Agreement, the parties may have access to information or a proprietary nature owned or developed by, or licensed to, the other party, which includes information concerning systems, programs, processes and methods used by the parties, and other information marked "confidential," or "not for public disclosure" (collectively, the "Information"). The receiving party will use the Information only for the administration of Head Start programs and will not in any way disclose, disseminate, publish, or reveal to any person or use for its own benefit, any of the Information which the receiving party obtains and which the receiving party has been notified is

confidential commercial or financial information, except to the extent permitted or required by applicable Federal, State and local laws, regulations, executive orders, and policies, to the City for purposes of monitoring and evaluating Contractor's performance under this Agreement, to other government agencies as may be required for reporting or monitoring purposes, or to a person who has obtained an order of a court of competent jurisdiction requiring such disclosure. Either party during or after the term of this Agreement, may take all actions that it reasonably deems necessary to preserve the confidentiality of the Information including its intervention in any legal proceeding concerning the Information's use or disclosure.

In the event that the Contractor is required to access third party data that includes protected medical records from a third party provider or is required to provide client records that includes protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to coordinate with the Agency's staff and the client in obtaining any necessary authorization for release forms.

**B. Trademarks/Copyrights.** Each party to this Agreement acknowledges the validity of the other party's servicemarks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party's rights or interests in such property.

**C. Open Records.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2011), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

### **31. INTELLECTUAL PROPERTY RIGHTS:**

**A. License of City's Intellectual Property.** The City hereby grants a non-exclusive limited license to the Contractor to use for Head Start purposes only and Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished by the City to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media whatsoever (collectively, "Materials"). The Contractor may reproduce the Materials, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials

and copies thereof or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor. Upon the expiration or earlier termination of this Agreement, the Contractor will have the right to make any other use of the Materials or any copies thereof.

**B. New Works.** The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products (“Original Works”) developed by Contractor as a result of the services provided under this Agreement without the prior written approval of the City and if required by the federal government. Upon approval, the City will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a “work made for hire,” and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

**32. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**33. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

**34. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement

survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**35. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**36. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**37. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**38. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed as to define or limit the terms and provisions hereof.

**39. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**40. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

**41. CITY EXECUTION OF AGREEMENT:** This 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.

**42. LAWSUITS:** The Contractor will notify the City in writing within seven (7) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.

**43. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit List follows**

### **Exhibits to Head Start/Delegate Agency Agreement**

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2013-2014.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





**Contract Control Number:** MOEAI-201310971-00

**Contractor Name:** MILE HIGH MONTESSORI EARLY LEARNING  
CTRS

By: Pamela Harris

Name: Pamela Harris  
(please print)

Title: President & CEO  
(please print)

**ATTEST: [if required]**

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

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

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





Exhibit A

**Board of Directors**

Elmo Morales, Chair  
Denny Dahl, Vice – Chair Emeritus  
Emily Boyle, Vice - Chair  
Dan Leach, Vice - Chair  
Katria Miller Rothgergy, Vice - Chair  
Mary Elliman, Secretary  
Dervy Altman  
Cody Belzley  
Maya Bunik, M.D., M.S.P.H.  
Michael Johnson, Esq.  
Megan Rogers  
Anthony M. Ryan, Esq.  
Julia Smissen  
Sonya Suhr Wolf  
Rodney D. Wicklund

January 31, 2013

Al Martinez, PhD, Director  
Denver Great Kids Head Start  
201 W Colfax Ave # 1107  
Denver, CO 80202

**Community Leadership Board**

Walter Isenberg, Founding Co-Chair  
Sarah Rockwell, Esq., Founding Co-Chair  
Carol Boigon, Chair  
Steve Bachar  
Bob Barnes  
Susan Barnes-Gelt  
Laura P. Barton  
Stephen Berman, M.D.  
Punum Bhatia  
Claudia Brett Goldfin  
Molly Brocren  
Rita Burgess  
Lisa Busse  
Anne Bye Rowe  
Linda Campbell  
Heather Carson Perkins  
Steve Dayney  
Marlene DeLaRosa  
Martha Devine  
Flaine Gantz Berman  
Rebecca & Ken Gatt  
Lucia Guzman  
Dale Harris, Esq.  
Chris Henderson  
Bruce Hoyt  
Angela Hutton-Howard  
Gwinavere Johnston  
Cyndi Kahn  
Maureen Kelly Barker  
David Koff  
Peggy Lehmann  
Scott L. Levin, Esq.  
Doug Linkhart  
Monique Lovato  
Dean Martinez  
Carole & Jim McCotter  
Jill & Patrick McNellis  
Paul Melinkovich, M.D.  
Terry Minger  
Kristen L. Mix, Esq.  
Judy Montero  
Zachary T. Neumeyer  
Adele Phelan  
Dean Prina, M.D.  
Frank Schuchat, Esq.  
Lva P. Slattery  
Martha Solis-Turner  
George Sparks  
Helca Thorpe

Dear Dr. Martinez:

In response to your letter of January 25, 2013, Mile High Montessori Early Learning Centers (MHM) is submitting its grant application for July 1, 2013 – June 30, 2014, including the Self Assessment, The Calendar of Times and Days of Operations and Site Locations. The GABI will be submitted on February 8, 2013. MHM is requesting \$1,648,711.00 to serve 249 children in base slots and 20 children in floating slots through our relationship with Warren Village. Our budget reflects that \$7,707 will be used for training and technical assistance with \$11,800.00 which will be used for professional development and that MHM is responsible for contributing a non-federal share of \$415,178.00.

We appreciate this opportunity to begin our 15<sup>th</sup> year of serving Head Start children and look forward to your assistance and support in the coming year.

Sincerely,

Lolita A. Ray, Head Start Director

Cc: Lindsay Neil, Executive Director, Children's Affairs  
Charles Harrison, Chair, DGKHS Policy Council  
Pamela Harris, President & CEO, Mile High Montessori Early Learning Centers

Exhibit Page 1 of 18 <sup>A</sup>

**Mile High Montessori Early Learning Centers  
Head Start Continuation Grant  
2013-2014**

Mile High Montessori Early Learning Centers (MHM) is pleased to submit the following abbreviated project description as part of its 2013-2014 Head Start Continuation Grant Application to serve 269 children of which 249 are base slots and 20 are floating slots. The amount of the grant is \$1,648,711. The five goals in the 2012-13 grant were as follows:

- **Family Centered Services:** To develop a framework of education and resources that support linguistically and culturally responsive family literacy strategies for families and staff.
- **Community Health and Treatment:** To promote physical and mental health and wellness for families, staff, and communities.
- **Prepared Children:** To prepare children, within an inclusive environment, in the developmental areas (i.e. social/emotionally, cognitive, languages development, literacy and math) to success in school and the community.
- **Effective Workforce:** To develop an effective early childhood workforce by building staff qualifications.
- **Fiscal Integration:** To integrate fiscal understanding and responsibility throughout all aspects of programmatic efforts.

**Abbreviated Project Description**

*Objectives, Need for Assistance, and Geographic Area*

45 CFR. 1305.3 (c)(1) There have been no significant changes in the number of families MHM intends to serve, the geographic location where the children are served, or their racial and ethnic composition.

1305.3 (c) (2) There have been no significant changes in the areas that MHM serves. In accordance with the June 15, 2012 letter, there has been the following program change. For the program year 2012-2013 MHM will offer the part day option currently available at the Northeast Center at the Edna Oliver and Westwood centers. Play and Learn groups will be offered at the Northeast Center which will ensure that children have access to quality and culturally responsive early childhood programs. MHM will continue to serve the 269 Head Start slots and provide support for families on the wait list.

1305.3 (c) (3) MHM will continue to meet the 10% requirement for serving children with disabilities and will provide services as needed in line with the specific disabilities. Currently the disability types are speech/language and developmental delays—preschooler with a disability. MHM works with Sewall Child Development to provide in-classroom support for children and individualized lesson plans in line with the specific disability of each child, and partners with parents so that they may work with their child in the home.

1305.3 (c) (4) There have been no significant changes for MHM families in the areas of education, health, nutrition, and social service needs.



1305.3 (c) (5) There have been no significant changes as defined by families of Head Start eligible children in the neighborhoods that MHM serves.

There have been no significant changes in the availability and accessibility of the resources in the community that MHM works with to address the needs of Head Start eligible children and their families.

### Program Approach

There will be no changes to the long-term goals or shorter term program objectives that MHM summarized above nor in the short term program objectives on which it has been working. These goals and objectives are in line with the Community Assessment update recently completed by the Grantee.

The Community Assessment Conclusions and Recommendations focus on the impact of poverty on children, the increasing ethnic and racial diversity of children in poverty with the Hispanic population growing the fastest, single parent families, and children with disabilities. MHM is pleased to report that of the over 70 neighborhoods listed in Table 3 with rates of poverty 50% or above, of the 6 centers that MHM operates, 5 of them are in these areas and the 6th draws children from another of the neighborhoods with over 50% living in poverty. Half of the children MHM serves are Hispanic and 93% are children who are racially and ethnically diverse. MHM has consistently exceeded its goal of serving 10% of children with disabilities. Seventy-two percent of its families are single parent households.

### 2011-2014 Goals and Objectives

#### Accomplishments to Date

##### I. Family Centered Services

**To develop a framework of education and resources that support linguistically and culturally responsive family literacy strategies for families and staff.**

- Objectives: a) enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy resources; b) support parents as their child's primary teacher by enhancing their literacy and language skills.

**A) Enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy resources.**

The results/benefits that MHM has realized toward meeting this objective are:

- Several centers collaborate with the Denver Public Library to provide volunteer readers in Head Start classrooms on a monthly basis. Each volunteer is a trained librarian who

introduces the children to a selection of books, which are then left in the classroom for children to enjoy until the next visit. Parents are encouraged to read these books to their children in the classroom whenever time permits.

- Rude Park Montessori Center participates in a program sponsored by the Denver Lions Club that distributes books to families each time they complete and submit a record of time spent reading books at home.
- Families are receiving age-appropriate books and each center has books that have been donated to distribute to parents who participate in monthly literacy activities. MHM has established lending libraries for families to use at each center.
- All MHM Head Start centers encourage parents to complete monthly Literacy Sheets detailing time spent reading with their child each day, which document their efforts to support their child's developing literacy skills. Centers reward parents who submitted literacy sheets each month with the opportunity to choose a book for their center library.
- MHM centers have Cultural Fairs celebrating the diverse backgrounds of families with children attending the center, that include books, pictures, clothing, and food from many countries around the world.

**B) Support parents as their child's primary teacher by enhancing their literacy and language skills.**

The results/benefits MHM has realized to toward meeting this objective are:

- Family Resources Assistants are referring parents who speak a home language other than English and need ESL classes to community partners in their neighborhood.
- Teachers encourage parents to read aloud to children while volunteering in the classroom as well as sharing ideas for strategies to enhance children's learning at home. Some centers have Fatherhood Events which encourage fathers to read aloud in the classroom as part of the Fatherhood Initiative.
- Centers utilize experts from the Denver Public Library at a parent meeting to share information about reading aloud to children.
- Family Resources Assistants encourage families to include literacy-related goals in their Family Partnership Agreements. Parents are also provided with referrals to assist them in achieving their educational goals, whether that involves completing a GED class, learning English, signing up for a vocational or technical course of study, or attending college classes.
- There have been 28 parent referrals to GED and ESL classes, and 21 parents are participating in classes. MHM is currently collaborating with other delegates in order to provide ESL classes in the Westwood neighborhood for families. MHM purchased five Rosetta Stone programs in English and Spanish for parents and staff to utilize at their centers.
- MHM parents will be offered Dialogic Reading training and encouraged to volunteer as readers in the classroom.

**II. Community Health and Treatment**



**To promote physical and mental health and wellness for families, staff, and communities.**

- Objectives: a) implement nutrition education strategies for children, parents, and staff to enhance knowledge of healthy eating activities; b) promote family wellness and healthy relationships through engagement of fathers and male role models in program; c) strengthen skills and knowledge building for parents and staff to support children's social/emotional development.

**A) Implement nutrition education strategies for children, parents, and staff to enhance knowledge of healthy eating activities.**

The results/benefits that MHM has realized toward meeting this objective are:

- MHM has scheduled three Cooking Matters classes this year for parents and staff, which include meal planning, food budgeting, and cooking healthy alternatives.
- MHM included workshops and a wellness event in its Program Development Institute in the spring. MHM employees can also access Kaiser Health Plan resources as well as the Employee Assistance Program for health and wellness opportunities.
- MHM partnered with the Child and Adult Care Food Program to bring books and activities related to nutrition into classrooms and to support teaching staff in planning nutrition activities for their students.
- Staff have received training from the Colorado Adult and Child Food Program (CACFP) to enable fully compliant implementation of CACFP regulations.
- MHM is working with the Culture of Wellness Program and has rolled out the program to half of the Head Start classrooms at the beginning of the school year and will be rolling out the remaining classrooms in January 2013. MHM also received training through the Culture of Wellness Program on INEP; I Am Moving, I Am Learning; and Motivational Interviewing.
- MHM staff provided individual consultations from a nutritionist for families with children facing nutritional challenges such as severe allergies, obesity, and failure to thrive.
- Through volunteer support, children, staff, and families have the opportunity to plant gardens at most centers and experience growing and eating their own food crops.
- Individual Head Start classrooms offer children Montessori work activities involving choosing and preparing snacks during class time.

**B) Promote family wellness and healthy relationships through engagement of fathers and male role models in program.**

The results/benefits that MHM has realized toward meeting this objective are:

- Eighty-six MHM fathers have participated in activities that have included dads reading aloud in the classrooms, having breakfast and field day at the center, pizza cooking parties, and father/child art activities. Fathers were also involved in planning and planting the gardens at the centers as well as participating in outdoor games with their children.
- MHM is still working with DGKHS to create a Fatherhood Council and is planning on having a father representative elected by the beginning of January 2013.

**C) Strengthen skills and knowledge building for parents and staff to support children's social/emotional development.**

The results/benefits that MHM has realized toward meeting this objective are:

- Parents and teachers complete DECA social/emotional assessments on each child at the beginning and end of each school year. MHM is using the DECA in identified classrooms to help teachers individualize child outcomes and lesson plans. Results are shared at Parent-Teacher conferences and strategies are developed to support each child's individual needs.
- MHM is providing Pyramid training for staff and parents. The training for parents supports them in understanding children's social/emotional needs and how to meet those needs.
- Teachers are receiving support through monthly meetings with Program Directors, the Disabilities/Mental Health Coordinator, and Denver Health clinicians.
- Parents have access to parenting training classes (Positive Solutions) taught by members of the Denver Health Mental Health support team.
- Through the Colorado Children's Trust Fund, MHM is implementing the Nurturing Skills for Families Program at three of our sites. This program is 12 weeks and there are 80 workshop topics to select from, and each parent completes an inventory that the facilitator and parents use to design their own 12-week curriculum. There's also a pre- and post-test to measure changes in skills and beliefs. Last program year we had a total of 56 adults to complete the program.
- Parents and teachers confer informally on a daily basis, discussing progress and needs for each child. They also discuss each child's developmental progress at Parent-Teacher Conferences held twice each year and home visits are also held twice a year.
- Teachers provide individualized progress reports at conferences based on data from Teaching Strategies GOLD with suggestions for activities that will support growth and development in social/emotional domains.
- For children demonstrating more intense needs for support in this area, parents, teachers, and support staff collaborate to develop an individualized Positive Behavior Support plan. The plan may include strategies to be implemented both at home and at school, ensuring consistency and clear communication between parents, teachers, and support staff.
- Monthly parent newsletters at each center have tips and ideas from Denver Health related to encouraging healthy social/emotional growth and development in young children.

**III. Prepared Children**

**To prepare children, within an inclusive environment, in the developmental areas (i.e. social/emotional, cognitive, language development, literacy, and math) to succeed in school and the community.**



- Objective: a) provide a quality education environment using Montessori strategies that ensure children will demonstrate age appropriate school readiness skills.

**A) Provide a quality education environment using Montessori strategies that ensure children will demonstrate age appropriate school readiness skills.**

The results/benefits that MHM has realized toward meeting this objective are:

- Program Directors complete regular, ongoing classroom observations with follow up meetings with each classroom team to discuss strategies for program quality improvement.
- To ensure that the needs of all children are met, MHM teachers participate in monthly collaboration meetings with education support staff and create collaborative lesson plans and Positive Behavior Support plans to address individual needs.
- Family Resources Assistants encourage families to have strategies in their Family Partnership Agreement goals on school readiness in order to strengthen home-school partnerships and teamwork.
- MHM has provided professional development opportunities for all teaching staff including college coursework, Pyramid training, training at the Montessori Education Center of the Rockies, Montessori Casa International Program, and the annual Professional Development Institute.
- Teaching Strategies GOLD assessment system for documenting individual child outcomes and guiding teaching practice has been implemented and baseline data are available. The results are used to hone teachers' skills and make them more effective in the classroom.
- MHM has trained all staff in Dialogic Reading and will receive literacy coaching throughout the year.
- MHM has provided teachers with support from the Education Director and Disabilities/Mental Health Coordinator with expertise in Montessori teaching strategies as well as early childhood development.

**IV. Effective Workforce**

**To develop an effective early childhood workforce by building staff qualifications.**

- Objectives: a) enhance staff competency in delivering Montessori strategies; b) grow MHM's own workforces through partnerships that include internship and practicum placements.

**A) Enhance staff competency in delivering Montessori strategies.**

The results/benefits that MHM has realized toward meeting this objective are:

- MHM provides an annual week-long Professional Development Institute for all staff ensuring that introductory sessions focused on Montessori principles are offered.
- MHM is utilizing the expertise of the Education Director as well as the Disabilities/Mental Health Coordinator to mentor and support staff in implementation of the Montessori



philosophy and principles. In addition, MHM is encouraging colleague to colleague mentoring within individual centers.

- MHM provides funding so staff can receive high-quality instruction at the Montessori Education Center of the Rockies and Montessori Casa International. This year, one teacher received her Montessori certification, and one teacher is completing her year-long internship with a master teacher.
- MHM has baseline data from the Classroom Assessment Scoring System (CLASS) and used the results in completing teacher performance and improvement plans to assess teacher effectiveness in creating positive learning environments. Five MHM staff are certified to administer the CLASS. MHM is providing ongoing coaching and mentoring for teachers using the CLASS to ensure quality improvement.
- MHM receives Qualistar ratings which look at the overall classroom quality.

**B) Grow MHM's own workforces through partnerships that include internship and practicum placements.**

The results/benefits MHM has realized towards meeting this objective by:

- MHM has two student interns from the University Of Denver Graduate School Of Social Work. MHM has an agreement with MECR for practicum placements.
- MHM had three students from Community College of Denver complete practicum hours in our classrooms.

**V. Fiscal Integration**

**To integrate fiscal understanding and responsibility throughout all aspects of programmatic efforts.**

- Objectives: a) ensure that members of MHM governing boards have foundational knowledge of the fiscal component of the program; b) support Program Directors as administrators of individual early learning centers in budget management.

**A) Ensure that members of MHM governing boards have foundational knowledge of the fiscal component of the program.**

The results/benefit realized toward meeting this objective are:

- MHM provides monthly financial reports tailored to the responsibilities of each group at every governing board meeting and reviews program budget information ensuring that any questions that may come up are fully explained.
- The Professional Development Institute held in the spring provides an optimal platform for reviewing fiscal matters with all MHM staff.
- Policy Committee receives training on fiscal practices every year by the MHM Controller, and the variance report is approved at monthly Policy Committee meetings.
- Board of Directors and Policy Committee are part of budget development and approval.

**B) Support Program Directors as administrators of individual early learning centers in budget management.**

The results/benefits MHM has realized toward meeting this objective are:

- Program Directors have received budget information, and have had the opportunity to ask questions and receive training.
- Program Directors are being held accountable for those expenditures over which they have control and report to the Vice President of programs.
- This objective will continue to have ongoing support until the Program Directors fully absorb and understand budget information and management.

**Expected Results**

A detailed list of what MHM accomplished in 2012-13 is included as part of our Head Start Continuation Grant. As is our practice, we will continue to focus on each goal using measurable outcomes with regard to the services provided generated from our data base to assure that each of the five goals has been met. The measures used include the TSG, the DECA, the parent survey, the audit, and other data routinely collected throughout the program year.

**Mile High Montessori Early Learning Centers  
2013-2014 Head Start Grant Budget Narrative**

The total amount requested for grant funds for Mile High Montessori Early Learning Centers (MHM) from Denver's Great Kids Head Start is **\$2,060,889**:

- \$1,641,004 Program Operations
- \$ 7,707 Training/Technical Assistance
- \$ 412,178 Non Federal Share

Included in this request are a total of 269 Head Start slots; 249 to be served through MHM centers and 20 to be served through a partnership with Warren Village, Inc.

**Personnel** **\$1,268,238 Personnel**

The proposed MHM Head Start budget is 76% staff salaries (\$1,268,238) and fringe benefits of 15% (\$307,066), with 92% (\$1,449,280) of staff salaries and benefits being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHM has a capacity of 421 children, which include 40 infants, 72 toddlers and 309 preschoolers. Out of the 309 preschooler slots, 249 (81%) will be Head Start. Due to Head Start budget constraints, MHM allocates between 0% - 80% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated at 80% to Head Start, which is based on 249 Head Start slots out of a total preschool capacity of 309 preschoolers. MHM will adhere to all Head Start salary caps.

**Fringe Benefits** **\$307,066**

The proposed MHM Head Start budget is 15% (\$307,066) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$97,020, Worker's Compensation Insurance in the amount of \$26,300, health insurance premiums in the amount of \$162,000, life and disability insurance in the amount of \$6,100, employer 401K match in the amount of \$15,646 for a total of \$307,066.

**Travel** **\$0**

Except for funds in the Training and Staff Development line item, there are no Out-of-Town Travel costs planned in the Head Start budget.

**Equipment Purchases** **\$0**

There are no equipment purchases of \$5,000 or more planned in the Head Start budget.

**Supplies** **\$0**

There are no supply purchases planned in the Head Start budget.

**Contracts** **\$50,000**

MHM is partnering with Warren Village for 20 Head Start slots.

Warren Village will provide educational instruction with appropriately credentialed staff as well as intensive case management. MHM will provide training and technical assistance associated



with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting.

**Construction and Renovations** **\$0**

No renovations or construction activities are supported by the Head Start budget.

**Other** **\$3,900**

The proposed MHM Head Start budget for grant year 2013/2014 contains the following:

ESL and/or GED classes for parents **\$1,500**

MHM will provide support to parents to access ESL and GED classes.

Family and staff nutrition education **\$1,400**

MHM will provide the Cooking Matters Colorado class to staff and parents.

Volunteer expense **\$1,000**

Materials and supplies for Policy Committee meetings are included in volunteer expenses.

All other costs are budgeted in the MHM operating budget.

**Unusual Situation or Special Programming**

No unusual situations or special programming is supported by the Head Start budget.

**Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match**

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

**Shared Staff, Facilities and Equipment**

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

**Legal Fees and Attorney Costs**

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the Head Start budget.

**Training and Staff Development** **\$ 19,507 (\$7,707 T/TA PA 20, \$11,800 professional development)**

The dollars are budgeted to be used by parents and staff, to support parents and staff attendance at Head Start Conferences (including cost of the conference, travel, lodging and per diem expenses) and other conferences as deemed valuable to program quality improvement. In addition the funds will be used for college classes for staff, including books and other professional development opportunities.

**Non-Federal Resources****\$412,178**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources such as classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs not paid by Head Start
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2013/2014 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> <li>• Classroom and field trip volunteering</li> <li>• Family literacy sheets</li> <li>• Administrative assistance</li> </ul>	\$17,000	Teacher Aides - \$11.41/hr for 1,500 hours
<ul style="list-style-type: none"> <li>• Translation services</li> <li>• Board of Directors' volunteer time to attend meetings</li> <li>• Parents and community members' time to attend Policy Committee meetings</li> </ul>	\$5,000	Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> <li>• Denver Preschool Program</li> </ul>	\$110,000	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> <li>• Colorado Preschool Program</li> </ul>	\$204,000	Contractual - These funds will be used to



		purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
• Building depreciation	\$75,000	Other – Rent
• Fringe benefits	\$1,178	Fringe benefits
<b>TOTAL</b>	<b>\$412,178</b>	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 144 CPP slots at the rate of \$335 per slot per month for September 2013 through May 2014.

**Mile High Montessori Early Learning Centers  
Training and Technical Assistance Plan  
2013-2014**

<b>Training Objective</b>	<b>Participants</b>	<b>Responsibility</b>	<b>Timeline</b>	<b>Outcome / Goal</b>	<b>Documentation</b>	<b>Budget</b>
To effectively implement policies and procedures related to family and community partnerships and deliver services to families through training in the following areas: recruitment; enrollment; In-Kind; development of family partnership agreements; forms; communication; monitoring; program governance; parent and community outreach; reporting; monitoring; analyzing data; and overall delivery of family services.	Enrollment Coordinator Program Directors Assistant Program Directors Family Resources Assistants Education Director	Family Resources Coordinator Education Director VP for Programs Head Start Director	Monthly meetings Monthly individualized training	Staff will comply with all program policies and procedures, accurately maintain appropriate data collection, and develop professional relationships with families.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, and required paperwork  DGKHS Monitoring Action Plans	Staff time (overtime hours for non-exempt staff) and materials
To effectively implement policies and procedures related to early education and effectively prepare the environment for child development success through training in the following areas: individualization; child guidance; class management; teaching strategies; RFO process; supportive environments; Pyramid Teaching Model; Montessori Method; CLASS observation; Teaching Strategies GOLD; ITERS / ECERS; DECA; ASQ; ESL-R; planning; emergency procedures; child transitions; monitoring; analyzing data; language and literacy development.	Teachers Teacher Assistants Program Directors Assistant Program Directors Family Resources Coordinator Family Resources Assistants	Disabilities/Mental Health Coordinator Director of Education VP for Programs Head Start Director Program Directors	Monthly meetings Monthly individualized training	Staff will comply with all policies and procedures, prepare a supportive environment for children, accurately provide developmentally appropriate instruction for all children, and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, Teaching Strategies GOLD, CLASS results, and required paperwork  DGKHS Monitoring Action Plans	Staff time (overtime hours for non-exempt staff) and materials



Training Objective	Participants	Responsibility	Timeline	Outcome/Goal	Documentation	Budget
To effectively implement policies and procedures related to nutrition, health, and safety as well as ensure a prepared healthy and safe environment for children, families, and staff through training in the following areas: CACFP requirements; hand washing; toileting and diapering; sanitization; emergency procedures; evacuation plans; child abuse/neglect reporting; First Aid and CPR, confidentiality; reporting; monitoring; analyzing data; universal precautions; and medication administration.	Teachers Teacher Assistants Program Directors Assistant Program Directors Family Resources Coordinator All Staff (as needed)	Education Director VP of Programs Nurse Head Start Director Human Resources Director Food Service Coordinator	Monthly meetings Monthly individualized training Ongoing	Staff will comply with all policies and procedures, model appropriate nutritional practices in the classroom, ensure a healthy and safe environment and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, Compliance Reports, PIR Data, Training Calendar, ECERS scores, and required paperwork DGKHS Monitoring Action Plans Food Monitoring Audit	Staff time (overtime hours for non-exempt staff) and materials
To provide all new employees with an orientation to include an overview of program structure, effective implementation of policies and procedures, program forms, monitoring, and overview of program operations through training in the following areas: Colorado Childcare Licensing Rules and Regulations; Head Start Performance Standards; and other program regulations.	New Employees	Education Director Human Resources Director Program Directors VP for Programs	Ongoing	Staff will effectively implement licensing regulations. Staff will effectively implement Head Start Performance Standards. Staff will gain an understanding of Mille High Montessori Early Learning Centers as well as job specific responsibilities.	Training Agenda, Professional Development Plan, Site Visits, ECERS / ITERS Training Agenda, Professional Development Plan, Monitoring Plan	Staff time (overtime hours for non-exempt staff) and materials



Training Objective	Participants	Responsibility	Timeline	Outcome/Goal	Documentation	Budget
To effectively carry out roles and responsibilities of MHM Governing Bodies through training in roles and responsibilities; Head Start Performance Standards; and shared governance.	Policy Committee Board of Directors	Head Start Director	September— Board of Directors Orientation October— Policy Committee Orientation	MHM Governing Bodies will make informed program decisions.	Policy Committee Minutes Board of Directors Minutes	Staff time and in-kind volunteer time
Increase knowledge of child development and instructional practices by attending college courses.	All Staff	Education Director Human Resources	Ongoing Monthly	Staff will meet Head Start Performance Standards and licensing requirements.	Transcripts, Credentialed Tracker	\$7,800
Attend relevant conferences and workshops	All staff Parents	Head Start Director	As scheduled	Staff will increase understanding of Head Start and related fields	Conference registration, Travel Certificate	\$6,000
DGKHS New Employee Orientation	New Employees	Denver's Great Kids Head Start	August and January	Employees will gain a thorough understanding of Denver Great Kids Head Start.	Training Agenda, Professional Development Plan, Certificate	Staff time (overtime hours for non-exempt staff)

COMPENSATION STATEMENT

Mile High Montessori Early Learning Centers confirms that it does not use funds appropriated through a Contract for Head Start to pay compensation to any individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which for 2013 is \$179,700.

By affixing my signature to this document, I confirm and attest that the above statement is true and accurate.

By: Pamela Harris  
Pamela Harris, President and CEO  
Mile High Montessori early Learning centers  
1780 Marion Street  
Denver, CO 80218

Date: January 31, 2013

2013-2014

Program Approach Form — Grantee/Delegate Number 08MH0119-002 Agency Name Wile High Professor

**Enrollment by Program Option**  
 This section should be filled out for all program options that are eligible for categorical and delegate agency.

1. Funded child enrollment by program option:  
 Center-based enrollment 269  
 Home-based enrollment \_\_\_\_\_  
 Combination option enrollment \_\_\_\_\_  
 Family child care enrollment \_\_\_\_\_  
 Other option enrollment \_\_\_\_\_  
 Total Child Enrollment 269

2. Number of pregnant women enrolled for EHS: 0

**II. Program Schedule**  
 This section should be filled out for each group of children served for different hours of service per year.

Complete #1-3 for all groups of children

1. Program schedule number	1	2	3	4	5
2. Program option identification	PD	PD	FD	ED	WV
3. Funded enrollment	64	117	14	51	20
Complete #4-9 for center-based, family child care, combination, and other options					
4a. Number of classes/groups/family child care settings	4	7	1	7	3
4b. Double session, enter D		D			
5. Number of hours of classes/groups/FCC settings per child, per day	3.5	3.5	7.5	10.5	10.5
6. Number of days of classes/groups/FCC settings per child, per week	4	4	5	5	5
7. Number of days of classes/groups/FCC settings per child, per year	133	133	171	174	186
8. Number of home visits per child, per year	2	2	2	2	2
9. Number of hours per home visit	1	1	1	1	1
Complete #10-13 for home-based options					
10. Number of home visits per child, per year					
11. Number of hours per home visit					
12. Number of hours per home-based socialization experience					
13. Number of home-based socialization experiences per child, per year					

Notes:  
 Item 1: If more than 5 different schedules, photocopy form and write in 6, 7, 8, etc.  
 Item 2: Identify each program schedule as center-based (CB), home-based (HB), combination program (CO), family child care (FC), or other program option (OT). For combination options (CO and other options (OT), the items on the form that more appropriately describe the services provided by these options should be filled out

<sup>1</sup>Funded enrollment by program option must equal the total number of children supported through the budget contained on the SF 424A and the Line-Item Budget.



**Mile High Montessori Early Learning Centers  
2013-2014 Head Start Grant Budget Narrative**

The total amount requested for grant funds for Mile High Montessori Early Learning Centers (MHM) from Denver's Great Kids Head Start is **\$2,000,956**:

- \$1,593,058 Program Operations
- \$ 7,707 Training/Technical Assistance
- \$ 400,191 Non Federal Share

Included in this request are a total of 269 Head Start slots; 249 to be served through MHM centers and 20 to be served through a partnership with Warren Village, Inc.

**Personnel \$1,211,711 Personnel**

The proposed MHM Head Start budget is 76% staff salaries (\$1,211,711), with 83% (\$992,212) of staff salaries being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHM has a capacity of 421 children, which include 40 infants, 72 toddlers and 309 preschoolers. Out of the 309 preschooler slots, 249 (81%) will be Head Start. Due to Head Start budget constraints, MHM allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 35% - 85% to Head Start, depending on classroom program options. MHM will adhere to all Head Start salary caps.

**Fringe Benefits \$327,447**

The proposed MHM Head Start budget is 20% (\$327,447) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$88,859, Worker's Compensation Insurance in the amount of \$21,600, health insurance premiums in the amount of \$188,060, life and disability insurance in the amount of \$5,700, employer 401K match in the amount of \$23,228 for a total of \$327,447.

**Travel \$0**

Except for funds in the Training and Staff Development line item, there are no Out-of-Town Travel costs planned in the Head Start budget.

**Equipment Purchases \$0**

There are no equipment purchases of \$5,000 or more planned in the Head Start budget.

**Supplies \$0**

There are no supply purchases planned in the Head Start budget. Supplies are being funded through other funding sources and donations.

**Contracts \$50,000**

MHM is partnering with Warren Village for 20 Head Start slots.

Warren Village will provide educational instruction with appropriately credentialed staff as well as intensive case management. MHM will provide training and technical assistance associated

with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting.

**Construction and Renovations**                      **\$0**

No renovations or construction activities are supported by the Head Start budget.

**Other**    **\$3,900**

The proposed MHM Head Start budget for grant year 2013/2014 contains the following:

ESL and/or GED classes for parents                      \$1,500

MHM will provide support to parents to access ESL and GED classes.

Family and staff nutrition education                      \$1,400

MHM will provide the Cooking Matters Colorado class to staff and parents.

Volunteer expense    \$1,000

Materials and supplies for Policy Committee meetings are included in volunteer expenses.

All other costs are budgeted in the MHM operating budget.

**Unusual Situation or Special Programming**

No unusual situations or special programming is supported by the Head Start budget.

**Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match**

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

**Shared Staff, Facilities and Equipment**

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

**Legal Fees and Attorney Costs**

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the Head Start budget.

**Training and Staff Development**                      **\$ 7,707 (T/TA PA 20)**

The dollars are budgeted to be used by parents and staff, to support parents and staff attendance at Head Start Conferences (including cost of the conference, travel, lodging and per diem expenses) and other conferences as deemed valuable to program quality improvement. In addition the funds will be used for college classes for staff, including books and other professional development opportunities.



**Non-Federal Resources**

**\$400,191**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources such as classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs not paid by Head Start
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2013/2014 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> <li>• Classroom and field trip volunteering</li> <li>• Family literacy sheets</li> <li>• Administrative assistance</li> </ul>	\$17,000	Teacher Aides - \$11.41/hr for 1,500 hours
<ul style="list-style-type: none"> <li>• Translation services</li> <li>• Board of Directors' volunteer time to attend meetings</li> <li>• Parents and community members' time to attend Policy Committee meetings</li> </ul>	\$5,000	Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> <li>• Denver Preschool Program</li> </ul>	\$110,000	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> <li>• Colorado Preschool Program</li> </ul>	\$192,013	Contractual - These funds will be used to purchase classroom supplies, occupancy

		costs, personnel costs and other general operating expenses.
• Building depreciation	\$75,000	Other – Rent
• Fringe benefits	\$1,178	Fringe benefits
<b>TOTAL</b>	<b>\$400,191</b>	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 147 CPP slots at the rate of \$335 per slot per month for September 2013 through May 2014.



## Martinez, AI - Head Start

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**From:** Adams, Stephanie - MO for Education and Children  
**Sent:** Wednesday, May 01, 2013 9:10 AM  
**To:** Adams, Stephanie - MO for Education and Children; Martinez, AI - Head Start; Arredondo, Adella B. - Head Start; Auer, Christopher - Head Start; Benson, Berma K. - Head Start; Bower, Terry A - MO for Education and Children; Boyd, Alicia E. - Head Start Grant; Casillas, Lori E. - Head Start Grant; Chaparro, Rachel M - Mayor's Office; Day, Elizabeth S. - Office of the Controller; Jimenez-Galvan, Edwin A. - Head Start; Gallo, Susan - MOEC; Harris, Jennifer L - MO for Education and Children; Piscopo, Lisa M - MO for Education and Children; Quintana, Maxine M. - MOEC; Tuccitto, Sebastian L. - Office of the Controller; Wells, Susan B. - MO for Education and Children; Williams, Rhonda A - MOEC  
**Subject:** Please RESPOND before 5/3!! Communication Needs for 2013  
**Importance:** High

Lindsay and I are putting together the plan for the rest of the year and an important component is the communication of our programs. We would like you to think through each of the programs or projects you plan to implement for the remainder of this year and indicate what you need or could potentially need for communications. Here are some of the things to consider:

1. do you need any marketing materials (brochures, flyers, etc.),
2. do you need a photographer for an event,
3. should a press release be distributed,
4. would a press conference be appropriate.

I have attached a table and have listed some of the programs and projects, but I am sure I am missing others. **Please fill in projects and programs I am missing and indicate what of the above supports you need as well as anything else I may have missed.** Please email it to me by Friday morning so we can use the information in our meeting on Friday.

Lindsay, Lisa and I are going to try to draft the overall work plan for OCA and this is an important piece.



Communication  
upport 2013.doc.



**Stephanie Karayannis Adams | Deputy Director**  
Office of Children's Affairs | City and County of Denver  
720-913-0885 Phone | 303-941-3803 Cell  
[stephanie.adams@denvergov.org](mailto:stephanie.adams@denvergov.org)

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# Exhibit C



## Mile High Montessori Early Learning Centers 2013-2014 Head Start Program Calendar

<b>Part-day</b>	8:00 am-11:30 am/12:30 pm-4:00 pm September 9, 2013-May 30, 2014
<b>Full-day</b>	8:30 am-4:00 pm September 9, 2013-May 30, 2014
<b>Extended-day</b>	7:15 am-5:45 pm October 1, 2013-June 26, 2014

### Closures/Holidays:

#### 2013

July 1-5	Summer Break
September 2	Labor Day
October 18	Professional Development
November 28 & 29	Thanksgiving
December 24-31	Winter Break

#### 2014

January 1	New Years Day
January 20	Martin Luther King Jr. Day
February 17	Professional Development
March 31- April 4	Professional Development Week
May 9	Professional Development
May 26	Memorial Day

### Warren Village

9:00 am-4:30 pm  
September 9, 2013-June 26, 2014

### Closures/Holidays:

#### 2013

September 2	Labor Day
September 20	Professional Development
November 15	Professional Development
November 28 & 29	Thanksgiving
December 24-31	Winter Break

#### 2014

January 1	New Years Day
January 17	Professional Development
January 20	Martin Luther King Jr. Day
February 17	Professional Development
March 14	Professional Development
April (TBA)	Professional Development
May 23	Professional Development
May 26	Memorial Day
June 6	Professional Development



Exhibit D

Denver Great Kids Head Start  
Program Year 17 Report Schedule

	Report Name and Description	Due Date
Family Services	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR);</b> Annual ACF Report	August 15, 2013
	Abbreviated PIR;	December 15, 2013 and March 15, 2014
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior
Financial	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,00.00 charged to Head Start.	Last business day of each month for the previous month
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 18;</b> GABI upload of Program Year 18 budget.	February 8, 2013
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2013
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	July 31, 2013
	<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2013
Grantor Admin Reports for Delegate Agencies	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b>Program Design and Management Report;</b> Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within <b>30 days</b> of Program Design and Management Meeting
	<b>Community Assessment;</b> Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	<b>Head Start Annual Report; Head Start requirement</b>	Due in September
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
Education	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD	October 31, 2013, February 22, 2014 and June 28, 2014



**Denver Great Kids Head Start  
Program Year 17 Report Schedule**

<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment</b> ; Self Assessment Plan, findings, analysis and action plans	February 1, 2014
	<b>Policy Committee/Council Members Rosters</b> ; Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes</b> ; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application</b> ; For funding purposes	January 30, 2014
	<b>Final Grant Application, Budget, and GABI</b> ; Constitutes basis of funding request	1-Apr-14
	<b>Personnel</b> ; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July

<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours</b> ; Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report</b> ; Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

# Exhibit E



## CERTIFICATE OF LIABILITY INSURANCE

MILEH-0 OP ID: BD

DATE (MM/DD/YYYY)  
04/25/13

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 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> Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Cherry Creek Insurance Agency	303-799-0110 303-799-0156	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
<b>INSURED</b> Mile High Montessori ELC Debra Houdelette 1780 Marion Street Denver, CO 80218		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Pinnacol Assurance INSURER C: Chartis Specialty Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 41190	

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 TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation	X	X	PHPK885782	06/30/12	06/30/13	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	PHPK885782	06/30/12	06/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB387476	06/30/12	06/30/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0876922	01/01/13	01/01/14	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Student Accident			SRG94499495	07/16/12	07/16/13	Medical 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured as respects the Commercial General Liability and Business Auto Policies. Policies will be renewed from 6/30/13-14. Coverage will be continuous contingent on premium paid and conditions satisfied. Policy #'s are subject to change.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Denver Great Kids Head Start 201 W Colfax Ave Dept 1101 Denver, CO 80202	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 
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# Exhibit F



## MHM Early Learning Centers Directory

### **Edna Oliver Montessori Early Learning Center**

2851 Tremont Place, Denver, CO 80205

Phone: 303.295.2011

**Director: Mindy Rodriguez**

**FRA:**

Hours: 7:00 AM – 6:00 PM

### **Lowry Montessori Early Learning Center**

1957 Ulster Way, Denver, CO 80230

Phone: 303.340.1296 or 303.364.3407

**Director: Vivian Bean-Haynes**

**FRA:**

**FRA:**

Hours: 7:00 AM – 6:00 PM

### **Northeast Montessori Early Learning Center**

3503 Marion St., Denver, CO 80205

Phone: 303.295.2509

**Director: Mindy Rodriguez**

Play and Learn Groups

Hours: 7:30 AM – 5:00 PM

### **Rude Park Montessori Early Learning Center**

1275 Decatur St., Denver, CO 80204

Phone: 303.629.6785

**Director: Cecilia Reyes**

Hours: 7:00 AM – 6:00 PM

### **Sun Valley Montessori Early Learning Center**

990 Alcott Street, Denver, CO 80204

Phone: 303.534.5121

**Director: Anne Watkins**

Hours: 7:30 AM – 4:00 PM

### **Westwood Montessori Early Learning Center**

980 South Lowell Blvd., Denver, CO 80219

Phone: 303.922.1123

**Director: Kathy Baker**

**FRA: Brenda Torres**

**FRA: Arlet Haro**

Hours: 7:00 AM – 6:00 PM

### **Warren Village**

1323 Gilpin St., Denver, CO 80218

Phone: 303.321.2345

**Director: Sonia Bauduy**

**FRA: Shawn Taylor**

Hours: 7:00 AM – 6:00 PM

Exhibit F  
Page 1 of 1

TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

Sec. 20-76. - Payment of prevailing wages.

Sec. 20-77. - Debarment from city contracting due to certain violations of law.

Sec. 20-78. - Requirements before payment to contractors.

Sec. 20-79. - Division constitutes part of all contracts.

**Sec. 20-76. - Payment of prevailing wages.**

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. [section 49-171](#) et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. [section 20-63\(b\)](#), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the



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increased supplemental wage rates by the board. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific service agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

- (1) The city council hereby declares that it is in the best interests of the city to have a uniform determination of the prevailing wages to be paid to the various classes of laborers, mechanics and workers which will be required in the performance of work covered by this section.
- (2) The city council hereby finds and concludes that the federal government, in implementing the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5), possesses and exercises a superior capability with superior resources to ascertain the basic rate of pay, overtime, and other benefits which accurately represent the current prevailing rate of wages for work covered by that federal law. The career service board shall determine that the prevailing wages applicable to the various classes of laborers, mechanic, and workers covered by this section and the Davis-Bacon Act correspond to the prevailing wage determinations made pursuant to that federal law as the same may be amended from time to time. The board shall undertake to keep and maintain copies of prevailing wage determinations made pursuant to the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5) and any amendments to that federal law. The board shall also keep and maintain such other information as shall come to its attention concerning wages paid in the Denver metropolitan area. If the board has reason to believe that a prevailing wage determination made pursuant to that federal law is substantially different from wages paid in the Denver metropolitan area based upon other information, it shall so inform the city council for their consideration and action by ordinance. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.
- (3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not be covered by the Davis-Bacon Act, which determinations shall be made at least annually, and as frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section, but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the Denver metropolitan area. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act. Should this method cause a reduction in compensation of any class of workers, the career service board will review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not



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covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

(d) *Mandatory contract provisions; enforcement.*

- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed under such contract not less than the scale of wages as provided for under subsections (b) and (c).
- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to janitorial or custodial workers, and oil and gas employees and contractors, at least biweekly.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the manager of finance shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Nothing herein shall preclude the manager of finance from approving a partial warrant or demand for payment to the contractor to the extent the auditor has been furnished evidence satisfactory to the auditor that one or more subcontractors has paid such wages required by the contract, even if the contractor has not furnished evidence that all of the subcontractors have paid wages as required by the contract. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:
  - a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
  - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
  - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other



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laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each week, or portion thereof, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
    - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
    - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
  - (2) The penalty shall be twenty dollars (\$20.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.



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- (3) The penalty shall be thirty-five dollars (\$35.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (4) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
  - a. Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - c. The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - d. Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
  - e. The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
  - f. Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12)