

FIRST AMENDATORY 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 (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **CLAYTON EARLY LEARNING, Trustee, George W. Clayton Trust**, a Colorado not-for-profit corporation (the “Contractor”), jointly “the parties.”

RECITALS

A. The Parties entered into an Agreement dated May 21, 2020 (collectively the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

B. The Parties wish to amend the Agreement to increase the Amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. All references to “Exhibit A” and “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit A and Exhibit A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Section 7.D. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SIX HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND ZERO CENTS (\$1,608,995.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A and Exhibit A-1, as applicable**. Any services performed beyond those in **Exhibit A and Exhibit A-1, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 7.F. of the Agreement entitled “**Non-Federal Share Match**” is amended to read as follows:

“The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as

otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **FOUR HUNDRED TWO THOUSAND TWO HUNDRED FORTY-NINE DOLLARS AND ZERO CENTS (\$402,249.00)** as set forth in more detail in **Exhibit A-1**. 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 non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of 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.”

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

5. This First Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
W. CLAYTON TRUST,

MOEAI-202055992-01 Legacy: 202054130
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
W. CLAYTON TRUST,

MOEAI-202055992-01 Legacy: 202054130
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

By:  _____
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Name: Rebecca Crowe
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1
Clayton Early Learning
Expansion Early Head Start

Budget Narrative

Clayton Early Learning is requesting \$240,000 for Expansion Early Head Start funding. Clayton will provide non-federal matching funds in the amount of \$60,000 as requested in the application.

Personnel	\$ 118,000.00	Support staff, both full time and part time are included in the budget.
Benefits	\$ 29,500.00	A fringe rate of 25.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match
IT Expenses	\$ 5,000.00	Computer licenses; network/hardware/software purchases; IT support; website development and network systems maintenance
Child Supplies	\$ 6,000.00	Curriculum, classroom materials, furnishing and individual accommodations.
Family Supplies	\$ 3,000.00	Family engagement events, parent/child activities and supplies
Office supplies	\$ 2,000.00	General office supplies: paper, pens, lamination film, folders, binders, etc.
Contractual	\$ 72,000.00	10 Early Head Start slots at Little Einstein, including diapers
Travel	\$ 4,500.00	Staff mileage reimbursement at the IRS approved rate.
Total Amount Requested	\$ 240,000.00	
Non Federal Share	\$60,000.00	General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds
Total Expenditures	\$300,00.00	

Exhibit A-1
Clayton Early Learning
Expansion Early Head Start

Budget Narrative

Clayton Early Learning is requesting \$49,000 for Expansion Head Start funding. Clayton will provide non-federal matching funds in the amount of \$12,250 as requested in the application.

Personnel	\$ 14,000.00	Support staff, both full time and part time are included in the budget.
Benefits	\$ 3,500.00	A fringe rate of 25.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match.
Contractual	\$ 31,500.00	7 Preschool slots at Florence Crittenton.
Total Amount Requested	\$ 49,000.00	
Non Federal Share	\$12,250.00	General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds
Total Expenditures	\$61,250.00	

Total Amendment Federal Share: \$289,000.00

Total Amendment Non-Federal Share: \$72,250.00