

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado not-for profit corporation, whose address is 1790 Marion Street, Denver, Colorado 80218 (the "Contractor").

WITNESSETH:

WHEREAS, the City previously retained the Contractor by an Agreement dated August 11, 2009, as amended by an Amendatory Agreement dated October 27, 2009, as amended by a Second Amendatory Agreement dated December 2009, to provide Head Start services for program year 2009-2010 (together, the "Agreement"); and

WHEREAS, the parties now wish to further amend the Agreement to increase the Maximum Contract Amount to provide additional carry over funding to complete a playground at the Edna Oliver Head Start site;

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

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

"A. **Payment.** The City agrees to make available to the Contractor, in accordance with the terms of this Agreement, federal funds appropriated, granted or otherwise made available for purposes consistent with this Agreement, and the Contractor agrees to accept as full payment for the services an amount not to exceed One Million Eight Hundred Nine Thousand Six Hundred Sixty Four Dollars and Zero Cents (\$1,809,664.00) (the "Maximum Contract Amount"). The Maximum Contract Amount is to be paid for the satisfactory performance of Contractor's obligations under this Agreement in accordance with the budgeted amounts contained on Exhibit B, the budgeted amount of Fifty One Thousand Two Hundred Sixty Two Dollars and 00/100 Cents (\$51,262.00) for a 3.06% permanent Cost of Living Adjustment (COLA) as described on Exhibit B-1, the budgeted amounts contained on Exhibit B-2 and B-3, and upon receipt and approval of Contractor's invoice."

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

"D. **Non-Federal Share Match.** The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly

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evaluated” referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for Head Start program. Contractor’s contribution under this Agreement will be Four Hundred Fifty Two Thousand Four Hundred Fifteen Dollars and Zero Cents (\$452,415.00) as set forth in more detail in Exhibit B, B-1, B-2 and B-3. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors’ non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor’s current spending is consistent with amounts and categories listed on **Exhibit B, B-1, B-2, B-3**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.”

3. Upon the execution of this instrument, all references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibits B, B-1, B-2, and B-3, as applicable...”. A copy of **Exhibit B-3** is attached to this Third Amendatory Agreement and incorporated herein by this reference.

4. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Agreement shall remain in full force and effect as though set out in full herein.

5. This Third Amendatory Agreement is expressly subject to and shall not become effective or binding on the City until fully executed by all signatories of the City and County of Denver, and, if required by Charter, approved by City Council.

6. This Third Amendatory Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

ATTEST:

CITY AND COUNTY OF DENVER

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

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

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

By: _____
Assistant City Attorney

By: Albert J. Martinez
Director, Head Start Office

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor
Contract Control No. GE90471(3)

"CITY"

MILE HIGH MONTESSORI EARLY
LEARNING CENTERS

I.R.S. Identification No. 84-0617972

By: Debra Hauvioletto

Name Debra Hauvioletto
(please print)

Title Controller

"CONTRACTOR"

Exhibit B-3



~~May 27, 2009~~ May 27, 2010 *AB*

Dr. Al Martinez, Director
MOE / Denver's Great Kids Head Start
201 West Colfax Ave., Dept. 107
Denver, CO 80202

Dear Dr. Martinez:

The purpose of this letter is for Mile High Montessori Early Learning Centers (MHM) to request \$9,966 to cover the remaining balance for the natural Montessori playground at our Edna Oliver center. MHM will provide the NFS in the amount of \$2,491 through donated rent.

Initially, MHM received approval to reallocate \$105,000 to the contractual line item for this project. MHM entered into a contract with DESIGNSCAPES Colorado in June 2009 for a total of \$99,659.00 to complete the project, with the understanding that the project had to be complete by September 30, 2009 and they would not receive full payment until the project was 100% complete.

On September 22, 2009, a decision was made by the City Auditors Office to only pay MHM a portion of the total cost, \$89,693.10, until the remainder of the project was complete. However, on September 30, 2009, all work had been complete, with the exception of Bongos installation. While this item had been previously purchased, it was not installed due to the status of back order from the manufacturer. Additionally, by September 30, 2009, all work complete had been deemed satisfactory by MHM. Therefore, the overall project was 99% complete on September 30, 2009.

On November 16, 2009, the Bongos arrived and were installed. The final walk through and payment of the overall project was complete during the first week December 2009.

If you need additional information or have questions regarding this request, feel free to contact me. Thank you for your ongoing commitment to collaborating with MHM and assistance on this project as we strive to increase quality for our program.

Sincerely,

Pamela Harris

Pamela Harris, Ph.D.
President and CEO

Exhibit B-3