

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation with an address of 3801 Martin Luther King Blvd., Denver, CO 80205 (the "Contractor"), collectively "the parties".

### RECITALS:

**WHEREAS**, the City and Contractor entered into an Agreement dated July 22, 2013, to provide comprehensive Head Start services for program year 2013-2014 (the "Agreement"); and

**WHEREAS**, the City and the Contractor wish to amend the Agreement to extend its term for an additional six (6) months, increase the total amount of compensation to be paid to the Contractor, and increase the total amount of non-federal share to be provided by the Contractor under the Agreement; and

**NOW, THEREFORE**, the parties agree as follows:

1. Article 4, entitled "**TERM**", is hereby deleted and restated to read as follows:

" **4. TERM:** The Agreement will commence on July 1, 2013, and will expire on June 30, 2014 (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.

2. Paragraph D. of Article 7, entitled "**Maximum Contract Amount**", is hereby deleted and restated to read as follows:

" **D. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Three Hundred Fifty Three Thousand Eight Hundred Forty Nine and 00/100 Dollars (\$1,353,849.00)** (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, as applicable**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

3. Subparagraph F of paragraph 7 of the Agreement is amended to read as follows:

**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 **Three Hundred Thirty Eight Thousand Four Hundred Sixty Two and 00/100 Dollars (\$338,462.00)** 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.”

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

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

6. This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

**END**

**SIGNATURE PAGES 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-201310966-01

**Contractor Name:** CLAYTON EARLY LEARNING

By: Charlotte M Brantley

Name: Charlotte m. Brantley  
(please print)

Title: President and CEO  
(please print)

**ATTEST: [if required]**

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

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

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

