

## SECOND AMENDATORY AGREEMENT

**THIS SECOND 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 **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 900 Grant Street, Denver, Colorado 80203 (the “Contractor”) collectively “the parties”.

### RECITALS:

**WHEREAS**, the City and Contractor entered into an Agreement dated July 25, 2011, as amended by a Revival and Amendatory Agreement dated April 10, 2012, to provide comprehensive Head Start services for program year 2011-2012 (the “Agreement”); and

**WHEREAS**, the parties now desire to further revive the Agreement to increase the total amount of compensation to be paid to the Contractor for the extended term and additional services, and increase the total amount of nonfederal match requirement to be provided by the Contractor under the Agreement;

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

1. Effective as of July 1, 2011, the budget for the work to be performed in accordance with Exhibit A and A-1 will include the budget set forth in Exhibit B-2, a copy of which is attached to this Second Amendatory Agreement and incorporated herein by reference.. Any references to “...Exhibit B...” in the Agreement shall be amended to read “...Exhibit B, B-1, and Exhibit B-2...” as applicable.

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 Six Hundred Thirty Two Thousand Two Hundred Twenty Eight and 00/100 Dollars (\$1,632,228.00)** (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 or A-1, as appropriate.**

Any services performed beyond those in Exhibit A or A-1, as appropriate, 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 Four Hundred Eight Thousand Fifty Seven Dollars and Zero Cents (\$408,057.00) as set forth in more detail in Exhibits B, B-1, and B-2. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit B, Exhibit B-1, Exhibit B-2**, the purposes identified in **Exhibit A or A-1**, 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 revived, reaffirmed, and ratified in each and every particular.

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

**END**

**SIGNATURE PAGES AND EXHIBIT B-2 FOLLOW THIS PAGE:**

**Exhibit B-2**

**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-201100867-02

**Contractor Name:** School District No 1 In The City And County Of  
Denver And The State Of Colorado

By: Michael S. Thomas

Name: Michael S. Thomas  
(please print)

Title: Director, Purchasing  
(please print)

**ATTEST: [if required]**

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

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

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



DENVER HEAD START  
PROGRAM YEAR 15 PROJECTION - Suppl  
(July, 2011 through June, 2012)

CATEGORY	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Personnel	1,049,589	13,266	13,835	82,046	89,220	106,496	75,312
Fringe Benefits	319,043	2,736	5,436	23,409	30,409	32,577	20,623
Out of Town Travel	6,000	0	0	0	0	0	0
Furniture/Equipment	11,284	0	1,700	0	0	339	0
General Supplies	12,388	0	789	454	393	342	218
Classroom Supplies	46,340	1,781	7,799	120	2,542	5,246	4,512
Other Supplies	400	0	0	0	0	0	0
Nutrition and Food	38,000	0	0	0	0	(1,928)	0
Contractual Services	30,437	0	3,248	0	1,566	2,515	3,451
Child Transportation	0	0	0	0	0	0	0
Training	23,193	0	4,592	170	453	0	0
Occupancy	700	0	0	0	0	0	0
Local Travel	14,266	123	1,266	427	2,545	2,047	1,238
Parent Services	4,600	0	257	0	19	236	400
Other	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0
<b>Subtotal</b>	<b>1,556,239</b>	<b>17,906</b>	<b>38,922</b>	<b>106,626</b>	<b>127,147</b>	<b>147,870</b>	<b>105,754</b>
Indirect Costs	75,989	874	1,899	5,203	6,205	7,216	5,161
<b>Grand Total</b>	<b>1,632,228</b>	<b>18,780</b>	<b>40,821</b>	<b>111,829</b>	<b>133,352</b>	<b>155,086</b>	<b>110,915</b>

**In-Kind Donations**

Personnel	319,912	6,605	16,514	33,027	33,027	33,027	33,027
Fringe Benefits	70,681	1,453	3,632	7,263	7,263	7,263	7,263
Supplies	17,464	257	642	1,284	1,284	1,284	1,284
Space	0	0	0	0	0	0	0
Contractual	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
<b>Total</b>	<b>408,057</b>	<b>8,315</b>	<b>20,788</b>	<b>41,574</b>	<b>41,574</b>	<b>41,574</b>	<b>41,574</b>

**EXHIBIT B-2**

emental Budget

2)

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	
111,569	111,569	111,569	111,569	111,569	111,569	1,049,589	(0)
29,623	29,623	29,623	29,623	27,245	58,117	319,043	(0)
0	0	0	3,000	0	3,000	6,000	0
0	9,245	0	0	0	0	11,284	0
218	218	218	2,218	2,218	5,102	12,388	0
4,179	4,179	4,179	4,179	4,179	3,445	46,340	0
0	400	0	0	0	0	400	0
9,391	9,674	2,488	5,488	5,764	7,123	38,000	0
3,451	3,451	3,451	3,451	3,451	2,402	30,437	0
0	0	0	0	0	0	0	0
6,419	0	0	6,419	2,538	2,604	23,193	0
0	700	0	0	0	0	700	0
1,238	1,238	1,238	1,238	1,238	430	14,266	0
280	320	360	360	400	1,968	4,600	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
<u>166,368</u>	<u>170,617</u>	<u>153,126</u>	<u>167,544</u>	<u>158,602</u>	<u>195,758</u>	<u>1,556,240</u>	(0)
8,119	8,326	7,473	8,176	7,740	9,597	75,988	(1)
<u>174,486</u>	<u>178,943</u>	<u>160,598</u>	<u>175,720</u>	<u>166,341</u>	<u>205,355</u>	<u>1,632,228</u>	(1)
21,392	24,695	27,997	27,997	31,300	31,302	319,912	
4,759	5,485	6,212	6,212	6,938	6,938	70,681	
899	1,027	1,156	1,156	1,284	5,907	17,464	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
<u>27,050</u>	<u>31,207</u>	<u>35,365</u>	<u>35,365</u>	<u>39,522</u>	<u>44,147</u>	<u>408,057</u>	