

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 (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”.

RECITALS:

A. The parties entered into an Agreement dated June 12, 2018, to provide comprehensive Head Start services for program year 2018-2019 (the “Agreement”).

B. The City and the Contractor wish to amend the Agreement to modify the budget exhibits, increase the maximum contract amount, and increase the total amount of non-federal share to be provided by the Contractor.

The Parties agree as follows:

1. All references in the Agreement to Exhibit B are amended to read as Exhibits B and B-1. Exhibit B-1 is attached and incorporated into the Agreement by this reference. Effective as of July 1, 2018, Exhibit B-1 supplements Exhibit B to provide additional funds for federally-funded cost of living adjustments (COLA). All payments under Exhibit B-1 are retroactive to July 1, 2018.

2. Subparagraph D. (1) of Article 7, entitled “**Maximum Contract Amount**”, is amended by deleting and replacing it with the following:

“D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **One Million Eight Hundred Twelve Thousand Two Hundred Fifty-One Dollars and Zero Cents (\$1,812,251.00)** (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. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

3. Subparagraph F. of Article 7, entitled “**Non-Federal Share Match**” is amended by deleting and replacing it with the following:

“**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 Fifty-Three Thousand Sixty-Three Dollars and Zero Cents (\$453,063.00)** as set forth in more detail in Exhibits B and B-1, as applicable. 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 for 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 Exhibits B and B-1, as applicable, the purposes identified in Exhibit A, or if reports of non-federal share contributions, in whole or in part, are not provided by Contractor on a timely basis.”

4. This Amendatory Agreement is not 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.

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

END

Signature pages and Exhibit B-1 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-201840638-01

Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING
CENTERS

By: Pamela Harris

Name: Pamela Harris
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





9/7/2018

Budget Narrative

Cost-of-living Adjustment (COLA) 2018/2019

The total dollar amount of \$48,740 will be spent to give all Head Start staff a two (2) percent salary increase and to pay for corresponding payroll taxes and fringe benefits. The salary schedule for all Head Start employees will be permanently adjusted to reflect the two (2) percent salary increase. The balance of the funding will be used to pay for increases in operating costs.

Non-federal Share

The Non-Federal Share to be matched against the COLA funds totals \$12,185 and will include the following resources:

1. Classroom and field trip volunteering
2. Family literacy sheets
3. Translation services
4. Painting and maintenance of the facilities
5. Cleaning and maintenance of the grounds
6. Amortized Depreciation for Space
7. Occupancy costs not paid by Head Start
8. Denver Preschool Program Funding
9. Board of Directors' volunteer time to attend meetings
10. Parents and community members' time to attend policy committee meetings
11. Administrative assistance
12. Services, i.e. dental, vision screenings