

### THIRD AMENDATORY AGREEMENT

**THIS THIRD 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 FAMILY FUTURES, dba, CLAYTON EDUCARE**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

#### RECITALS:

**WHEREAS**, the City and Contractor entered into an Agreement dated July 20, 2011, to provide comprehensive Head Start services for program year 2011-2012 as amended by an Amendatory Agreement dated March 7, 2012, and a Second Amendatory Agreement dated May 24, 2012 (together, the “Agreement”); and

**WHEREAS**, the City and the Contractor wish to increase the total amount of compensation to be paid to the Contractor and the total amount of nonfederal match requirement to be provided by the Contractor in accordance with Exhibits A, A-1, B, and B-1, as appropriate;

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

1. 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 Eighty Eight Thousand Two Hundred Forty Four and 00/100 Dollars (\$1,388,244.00)** (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 **Exhibits A , A-1 or A-2, as appropriate**. Any services performed beyond those in Exhibit A, A-1, or A-2, as appropriate, are performed at Contractor’s risk and without authorization under the Agreement.

2. 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 Forty Seven Thousand Sixty One Dollars and Zero Cents (\$347,061.00)** as set forth in more detail in Exhibits B, B-1, and Exhibit 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 **Exhibits B, B-1, and B-2**, the purposes identified in **Exhibits A, A-1, or A-2**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.”

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

4. 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.

5. This Second 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-201101360-03

**Contractor Name:** CLAYTON FAMILY FUTURES

By: Charlotte M. Brantley

Name: Charlotte M. Brantley  
(please print)

Title: President / CEO  
(please print)

**ATTEST: [if required]**

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

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

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

