

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**Denver**”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado non-profit corporation with an address of 616 E. Speer Blvd., Denver, Colorado 80203 (the “Contractor”); which may individually be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, The City and Contractor entered into an Agreement executed on May 31, 2022, (the “Agreement”) to undertake, perform, and complete all of the services set forth on *Exhibit A*, the Scope of Work, to the City’s satisfaction.

WHEREAS, The Parties wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Effective upon execution, all references to “Exhibit B” and “Exhibit B-1” in the existing Agreement shall be amended to read “Exhibit B, Exhibit B-1, and Exhibit B-2,” as applicable. The Amended Budget marked as Exhibit B-2 attached hereto and incorporated herein by this reference.

2. Section 7. D. of the Agreement entitled “**COMPENSATION, Maximum Contract Amount**” is replaced with the following language:

“7.D. **Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$2,875,540.00)** (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.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. Section 7. F. of the Agreement entitled "**COMPENSATION, Non-Federal Share Match**" is replaced with the following language:

"7.F. **Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **FIVE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED EIGHT DOLLARS AND ZERO CENTS (\$575,108.00)** as set forth in more detail in **Exhibit B, Exhibit 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 non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of 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.

4. Except as amended in this Amendatory Agreement, 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 if required by Charter, approved by the City Council.

EXHIBITS

EXHIBIT B-2: Budget Justification

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: MOEAI-202264772-01 LEGACY: MOEAI-202262469-01
Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING CENTERS

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
CENTERS

MOEAI-202264772-01 LEGACY: MOEAI-202262469-01
MILE HIGH MONTESSORI EARLY LEARNING

By:  _____
F4962B71E30E40E...

Name: Lolita Ray
(please print)

Title: Chief Program Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Mile High Early Learning
2022-2023 Head Start Delegate Agency
Amendment 1: Supplement – COLA
Grant Budget Narrative**

Summary

Total grant funds applied for by Mile High Early Learning (MHEL) from Denver Great Kids Head Start (DGKHS) is \$51,032.35 and the non-federal share requirement is \$12,758.09. The source of funds is as follows:

\$51,032.35	COLA
\$51,032.35	Total Grant Funds Requested
\$12,758.09	Non-Federal Share

Budget Detail

Personnel **COLA Grant Funds Requested: \$45,975.09**

Total: \$45,975.09

COLA

MHEL will increase staff compensation by least 2.28% and the salary schedule for all Head Start employees and currently vacant positions will permanently reflect this increase.

Payroll Taxes & Benefits **COLA Grant Funds Requested: \$5,057.26**

Total: \$5,057.26

This includes employer Social Security and Medicare taxes on the increased salaries, employer 401K match (3%) on the increased salary amounts.

Travel **COLA Grant Funds Requested: \$0**

Equipment Purchases **COLA Grant Funds Requested: \$0**

Supplies **COLA Grant Funds Requested: \$0**

