

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 **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 1860 Lincoln Street, Denver, Colorado 80203 (the "Contractor") collectively "the parties".

RECITALS:

A. The parties entered into an Agreement dated June 30, 2017, to provide comprehensive Head Start services for program year 2017-2018 (the "Agreement").

B. The City and the Contractor wish to amend the Agreement to increase the Maximum Contract Amount and increase the total amount of non-federal share to be provided by the Contractor under the Agreement.

The Parties agree as follows:

1. All references in the Agreement to Exhibit B are amended to read as Exhibits B and B-1, as applicable. The budget marked as Exhibit B-1 is attached and incorporated into the Agreement by this reference. Effective as of July 1, 2017, Exhibit B-1 will supplement Exhibit B and payment under the Agreement will be made in accordance with Exhibits B and B-1.

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 Seven Hundred Seventy Thousand Two Hundred Fourteen Dollars and Zero Cents (\$1,770,214.00)** (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 Forty-Two Thousand Five Hundred Fifty-Three Dollars and Fifty Cents (\$442,553.50)** as set forth in more detail in Exhibit 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 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 and B-1, as applicable, 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. 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: MOEAI-201734056-01

Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE

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: MOEAI-201734056-01

Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND THE STATE

By: Cheryl M. Caldwell

Name: Cheryl M. Caldwell
(please print)

Title: Director of Early Education
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Budget Narrative for Supplemental Budget – COLA 2017:

A. Personnel is comprised of the following:

- **Child Health and Development Services Personnel:**
 - 1 Education Coordinator at the Negotiated Contract cost of a COLA increase of 1% \$459 (0.6 FTE) including extra pay of \$34 totaling \$493 and non-federal share at \$124;
 - 20 Teachers at the Negotiated Contract cost of a COLA increase of 1% \$5,094 (9.0 FTEs) including extra pay of \$27 totaling \$5,121 and non-federal share at \$1,283;
 - 20 Paraprofessionals at the Negotiated Contract cost of a COLA increase of 1% totaling \$1,862 (9.0 FTEs) and non-federal share at \$466;
 - 2 Health Specialists at the Negotiated Contract cost of a COLA increase of 1% totaling \$717 (1.2 FTEs) and non-federal share at \$179; and
 - 1 Disabilities Coordinator at the Negotiated Contract cost of a COLA increase of 1% totaling \$351 (.60 FTE) and non-federal share at \$88.
 - 20 Teacher Substitutes at the Negotiated Contract cost of \$162 and non-federal share at \$41.
- **Family and Community Partnerships Personnel:**
 - 1 FLS Supervisor at the Negotiated Contract cost of a COLA increase of 1% totaling \$422 (.60 FTE) and non-federal share at \$106; and
 - 7 Family Liaison Specialists at the Negotiated Contract cost of a COLA increase of 1% totaling \$1,563 (4.2 FTEs) and non-federal share at \$391.

- **Program Design and Management Personnel:**
 - 1 Head Start Administrative Position at a cost of a COLA increase of 1% totaling \$401 (.60 FTEs) and non-federal share at \$100;
 - 1 Office Support Staff at a cost of a COLA increase of 1% totaling \$45 (.10 FTE) and non-federal share at \$11; and
 - 1 Accountant at a cost of a COLA increase of 1% totaling \$40 (.10 FTE) and non-federal share at \$10.
- **Other Personnel:**
 - 1 Other Personnel (Data Support) at a cost of a COLA increase of 1% totaling \$311 (1.0 FTE) and non-federal share at \$78.

B. Fringe Benefits are comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$445 and non-federal share at \$111;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$746 and non-federal share at \$186;
- Retirement at the Negotiated Contract cost of \$445 and non-federal share at \$110; and
- Medicare fringe at the Negotiated Contract cost of \$445 and non-federal share at \$110.

C. Supplies are comprised of the following:

- General Office Supplies projected at \$2472 for administration and program supply costs and non-federal share at \$617 including but not limited to office supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.

D. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- \$1,364 and non-federal share of \$340.

E. Total In-Kind charges are comprised of funds from the following source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$4,351 used for classroom supplies and personnel salary and benefits to provide the full day Head Start Services.

F. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$17,405; and
- Non-Federal Share at \$4,351.

The annual salary compensation of all Denver Great Kids - Denver Public Schools Head Start Staff does not exceed the annual cap of \$185,100. The indirect cost funds are not allocated to those employees who are paid in excess of \$185,100 per year.