

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **CLAYTON FAMILY FUTURES**, a Colorado not-for-profit corporation, whose address is 3801 Martin Luther King Boulevard, Denver, Colorado 80205 (the "Contractor").

WITNESSETH:

WHEREAS, the City previously retained the Contractor by an Agreement dated August 11, 2009, as amended by an Amendatory Agreement dated December 8, 2009, as amended by a Second Amendatory Agreement dated December 29, 2009, to provide Head Start services for program year 2009-2010 (together, the "Agreement"); and

WHEREAS, the parties now wish to amend the Agreement to increase the Maximum Contract Amount to provide additional funding to support fall and spring college coursework for staff;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Subparagraph A of paragraph 7 of the Agreement is amended to read as follows:

"A. Payment. The City agrees to make available to the Contractor, in accordance with the terms of this Agreement, federal funds appropriated, granted or otherwise made available for purposes consistent with this Agreement, and the Contractor agrees to accept as full payment for the services an amount not to exceed One Million Two Hundred Seventeen Thousand Eighteen Dollars and Twenty-Six Cents (\$1,217,018.26) (the "Maximum Contract Amount"). The Maximum Contract Amount is to be paid for the satisfactory performance of Contractor's obligations under this Agreement in accordance with the budgeted amounts contained on Exhibit B, the budgeted amount of Thirty Four Thousand One Hundred Forty Five Dollars and 00/100 Cents (\$34,145.00) for a permanent Cost-of-Living Adjustment (COLA) as described in Exhibit B-1, the budgeted amounts on Exhibit B-2, the supplemental Funds described in Exhibit B-3, and upon receipt and approval of Contractor's invoice."

2. Subparagraph D of paragraph 7 of the Agreement is amended to read as follows:

"D. Non-Federal Share Match. The Contractor will provide its proportionate share of non-federal funds through cash or in-kind.

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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 Four Thousand Two Hundred Eighty Dollars and Zero Cents (\$304,280.00) as set forth on Exhibit B, B-1, B-2, and B-3. The contribution to be provided pursuant to Exhibit B-3 will be the amount of Five Thousand Eight Hundred Forty One and 00/100 Dollars (\$5,481.00) which amount is included within the referenced amount of Eight Thousand Four Hundred Ninety Five and 00/100 Dollars (\$8,495.00).

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, B-1, B-2 and B-3**, 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."

3. Upon the execution of this instrument, all references to "...Exhibit B..." in the Agreement shall be amended to read: "...Exhibits B, B-1, B-2, and B-3, as applicable...". A copy of **Exhibit B-3** is attached to this Third Amendatory Agreement and incorporated herein by this reference.

4. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Agreement shall remain in full force and effect as though set out in full herein.

5. This Third Amendatory Agreement is expressly subject to and shall not become effective or binding on the City until fully executed by all signatories of the City and County of Denver, and, if required by Charter, approved by the City Council.

6. This Third Amendatory Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed, through their respective lawfully empowered representatives, this Third Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
City Attorney for the City and County
of Denver

RECOMMENDED AND APPROVED:
By: _____
Executive Director, Mayor's Office
for Education and Children

By: _____
Assistant City Attorney

By: Albert A. Houten
Director, Head Start Office

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor
Contract Control No. GE90470(3)

"CITY"

CLAYTON FAMILY FUTURES
I.R.S. Identification No. 841162141

By: Charlotte M. Brantley

Name Charlotte M. Brantley
(please print)

Title President and CEO

"CONTRACTOR"

Exhibit B-3



Supplemental PA-20 Funds Narrative

Clayton Educare Head Start, in accordance with Program Instruction ACF-IM-HS-08-09, requested and was subsequently awarded supplemental funds in the amount of \$33,980 to be used for support in meeting staff qualification requirements under the new Head Start Act. The plan submitted in the application was of a two-year duration beginning in FY 08-09 and concluding in FY 09-10. The application delineated that the non-federal share of \$8,495 would be met through maintenance staff support provided by Clayton Early Learning.

Notice of the federal funding award was received following the close of the fall 2008 college registration window, and as a result, funds were first accessed in spring 2009. In FY 08-09, \$10,715.74 was expended leaving \$23,264.26 for FY 09-10.

As of period ending 3/31/10, \$19,676.16 has been expended to support fall and spring college coursework for 17 staff, with the remaining \$3,588.10 projected to be spent on summer semester tuition.

The outcomes as a result of receiving this funding support are as follows:

- Over the course of the grant, 18 Head Start teachers have taken college classes toward a BA or AA in ECE or taken ECE classes to support degrees in other disciplines.
- 8 teachers should be completing their BA in 2012 or earlier.
- 2 teachers will complete their AA in ECE in 2010
- 2 teachers who have degrees in other disciplines will have enough ECE credits to meet Head Start requirements in 2010.