

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 **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King Boulevard, Denver, Colorado 80205 (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 Two Hundred Ninety-Seven Thousand One Hundred Ninety-One Dollars and Zero Cents (\$1,297,191.00)** (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 **Three Hundred Twenty-Four Thousand Two Hundred Ninety-Seven and Dollars and Seventy-Five Cents (\$324,297.75)** 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-201840634-01

Contractor Name: Clayton Early learning, Trustee, George W.
Clayton Trust,

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)



Exhibit B-1

CLAYTON EARLY LEARNING
HEAD START DELEGATE 08CH1119-001
Head Start Funding Increase FY 2018 Application and Budget Narrative

Clayton Early Learning requests supplemental funds in the amount of \$35,746 to be used in accordance with Program Instruction ACF PI-HS-18-03 as follows:

Cost of Living (COLA) Adjustment and PA 20 \$ 35,746

Clayton Early Learning requests \$32,648 to permanently increase the HS pay scale and staff salaries 2.6%, pay expenses associated with the cost of fringe benefits, pay expenses associated with child and family supplies. Clayton also request \$3,098 PA 20 funding to support with staff professional development. The program will remain in full compliance with the HHS appropriations bill provision (Section 205) that requires that “none of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II” and that prohibits Head Start salaries “in excess of the average rate of compensation paid in the area where the program is carried out to a substantial number of persons providing substantially comparable service, or in excess of the average rate of compensation paid to a substantial number of persons providing substantially comparable services in the area of the person’s preceding employment, whichever is higher.” The program’s salary ranges will be permanently increased by the 2.6% COLA increase.

Non-Federal Share \$ 8,937

Clayton Early Learning will meet the non-federal share through other funding sources that support the program.

Total Funding \$44,683