

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 **VOLUNTEERS OF AMERICA COLORADO BRANCH**, a Colorado not-for-profit corporation, whose address is 2660 Larimer Street, Denver, Colorado 80205 (the "Contractor") collectively "the parties".

RECITALS:

A. The parties entered into an Agreement dated June 5, 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 Exhibit 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 **Five Hundred Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$500,657.00)** (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 **One Hundred Twenty-Five Thousand One Hundred Sixty-Four Dollars and Twenty-Five Cents (\$125,164.25)** 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-201734060-01

Contractor Name: VOLUNTEERS OF AMERICA OF COLORADO

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-201734060-01

Contractor Name: VOLUNTEERS OF AMERICA OF COLORADO

By: Dianna L. Kunz

Name: Dianna L. Kunz
(please print)

Title: President / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Volunteers of America Head Start
Budget Narrative 2017--2018 COLA Increase**

6/19/2017

Volunteers of America requests a COLA increase of \$4923.00 in federal operating funds to serve 85 children with Head Start services. VOA's required non-federal share is \$1231.00. The total budget for VOA Head Start COLA is \$ 6,154.00

A. PERSONNEL

2017

Budget reflects 1.7% COLA calculated on all Head Start salaries. NOTE: An overall agency-wide increase in base wages of 1.7% for starting positions will go into effect July 2017 and personnel hired before March 1, 2017 will receive a 3.2% salary increase. This 1.7% increase is permanent for all employees including those employed in Head Start.

i. Federal Funds Requested:	\$ 4,923.00
ii. VOA Non Federal Match funds:	\$ <u>199.00</u>
iii. Total Cost, this category:	\$ 5,122.00

B. FRINGE BENEFITS

Fringe benefits include FICA at 7.65% of total payroll, unemployment ins. at 1%, worker's comp at 2%, pension and retirement @ 9.5%, and health insurance at \$5,172/annual per employee

i. Federal Funds Requested:	\$ -
ii. VOA Non Federal Match funds:	\$ <u>1,032.00</u>
iii. Total Cost, this category:	\$ 1,032.00

C. TRAVEL

i. Federal Funds Requested:	\$ -
ii. VOA Non Federal Match funds:	\$ -
iii. Total Cost, this category:	\$ -

D. EQUIPMENT

i. Federal Funds Requested:	\$ -
ii. VOA Non Federal Match funds:	\$ -
iii. Total Cost, this category:	\$ -

E. SUPPLIES

i. Federal Funds Requested:	\$ -
ii. VOA Non Federal Match funds:	\$ <u>-</u>
iii. Total Cost, this category:	\$ -

F. CONTRACTUAL

i. Federal Funds Requested:	\$ -
ii. VOA Non Federal Match funds:	\$ <u>-</u>
iii. Total Cost, this category:	\$ -

G. CONSTRUCTION

No construction funds are requested

H. OTHER COSTS

i. Federal Funds Requested:
ii. VOA Non Federal Match funds:
iii. Total Cost, this category: \$ -

I. T and TA

i. Federal Funds Requested:
ii. VOA Non Federal Match funds: \$ -
iii. Total Cost, this category: \$ -

TOTAL FED FUNDS \$ 4,923.00
TOTAL MATCH \$ 1,231.00
TOTAL BUDGET \$ 6,154.00

NOTE: A federal indirect cost rate agreement is not used for VOA Head Start.

MATCH SOURCES

Mile High United Way	\$ 1,231.00
	\$ 1,231.00

Compensation Statement

None of the funds appropriated through a contract for Head Start are 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, which for PY 17 remains at \$179,700.00. VOA Head Start understands that this figure is subject to change.