FIRST AMENDATORY AGREEMENT

THIS FIRST 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 nonprofit corporation, with an address of 2660 Larimer Street, Denver, Colorado 80205 (the "Contractor"), jointly "the parties."

RECITALS

A. The Parties entered into an Agreement dated September 16, 2024 (collectively the "Agreement") for the performance of certain work set forth in that Agreement and the exhibits thereto; and

B. The Parties wish to amend the Agreement to increase the maximum contract amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. All references to "Exhibit B" in the existing Agreement shall be amended to read: "Exhibit B and Exhibit B-1, as applicable." The budget document marked as Exhibit B-1 is attached hereto and incorporated herein by this reference.

2. Section 7.D. of the Agreement entitled "<u>Maximum Contract Amount</u>" is amended to read as follows:

"(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed ONE MILLION TWO HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND SIXTY-SEVEN CENTS (\$1,282,853.67) (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. Section 7.F. of the Agreement entitled "<u>Non-Federal Share Match</u>" is amended to read as follows:

"The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or inkind 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 TWO HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND SEVENTY-FOUR CENTS (\$259,270.74) as set forth in more detail in Exhibit A. 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 guarter and will list the total amount of contributions made as of the date of the monthly report."

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This First 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 County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:MOEAI-202477092-01:LEGACY:MOEAI-202477092-01Contractor Name:VOLUNTEERS OF AMERICA COLORADO BRANCH

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

MOEAI-202477092-01:LEGACY:MOEAI-202477092-01 VOLUNTEERS OF AMERICA COLORADO BRANCH

-DocuSigned by: By:

Name: Chiyoko Yokota (please print)

Title: Chief Financial Officer (please print)

ATTEST: [if required]

By: _____

EXHIBIT B-1



A Ministry of Service Glenn T. Rippey, Board Chair

David K. Schunk, President& CEO

4915 E. 52nd Avenue Commerce City, CO 80022 Phone: 303-297-0408 Fax: 720-264-3306 voacolorado.org

10/11/2024

Dear Dr. Al Martinez:

Please see Volunteers of America Colorado's Early Childhood Education Program's salary structure as requested below. The 2.35% COLA increase has been permanently applied to our salary structure as of July 1, 2024. If further documentation is needed, please contact me directly.

Effective: July 1, 2023 – June 30, 2024						
Positions		Grade	Starting Pay			
Lunch Coordinator	Associate	12	\$19.00			
Assistant *	Associate	12	\$19.00			
Associate I	Senior Associate	13	\$20.00			
Associate II	Specialist	14	\$21.00			
Lead Wrap Around	Specialist	16	\$22.00			
Lead Teacher I	Supervisor or Associate Analyst	17	\$23.00			
Lead Teacher II	Associate Manager or Analyst	18	\$24.00			
FSW	Senior Specialist	15	\$22.00			
FSW II	Lead	16	\$23.00			
Home visitor I	Supervisor or Associate Analyst	17	\$23.00			
Home Visitor II	Associate Manager or Analyst	18	\$24.00			

Effective: July 1, 2024 - June 30, 2025							
Positions		Grade	2023-2024	2.35% Increase	Sum		
Lunch Coordinator	Associate	12	\$19.00	\$0.45	\$19.45		
Assistant *	Associate	12	\$19.00	\$0.45	\$19.45		
Associate I	Senior Associate	13	\$20.00	\$0.47	\$20.47		
Associate II	Specialist	14	\$21.00	\$0.49	\$21.49		
Lead Wrap Around	Specialist	16	\$22.00	\$0.52	\$22.52		
Lead Teacher I	Supervisor or Associate Analyst	17	\$23.00	\$0.54	\$23.54		
Lead Teacher II	Associate Manager or Analyst	18	\$26.44	\$0.62	\$27.06		
FSW	Senior Specialist	15	\$22.00	\$0.52	\$22.52		
FSW II	Lead	16	\$23.00	\$0.54	\$23.54		
Home visitor I	Supervisor or Associate Analyst	17	\$23.00	\$0.54	\$23.54		
Home Visitor II	Associate Manager or Analyst	18	\$24.00	\$0.56	\$24.56		

Position Descriptions:

Associate I is a CDA / Level II PDIS prepared bilingual teacher Associate II is an Associate degree bilingual teacher Lead I is Associate degree prepared Lead II is Bachelor degree prepared Home Visitor I is CDA/ Level II PDIS or Associate degree prepared Home Visitor II is Bachelor degree prepared

Sincerely,

Sara Spanich Sara Spanich, Director of Children's Programs

Volunteers of America Colorado

BBB

Housing & Shelter Programs • Hunger Services • Community Support Services • Volunteer Programs • Serving Colorado Statewide



