

## 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 **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (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 **One Million Five Hundred Fifty-Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$1,552,920.00)** (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 Eighty-Eight Thousand Two Hundred Thirty Dollars and Zero Cents (\$388,230.00)** 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-201734064-01

**Contractor Name:** CATHOLIC CHARITIES AND COMMUNITY SERVICE

By: 

Name: Laurence Smith  
(please print)

Title: President / CEO  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:** MOEAI-201734064-01

**Contractor Name:** CATHOLIC CHARITIES AND COMMUNITY SERVICE

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 \_\_\_\_\_



## Exhibit B-1

### Catholic Charities Head Start Program Narrative

#### COLA Funds Supplemental Application

Catholic Charities Head Start places a major focus on the recruitment and retention of high quality staff to provide services to the children and families we serve. We will utilize awarded COLA funds to provide a minimum of a 1.0% pay increase for all current Head Start employees. In addition we will use a portion of the funds to pay for increased costs for fringe benefits including FICA, 403B, Health and vision insurance, workers compensation, unemployment, disability, and life insurance. We will also fund an increase in indirect costs associated with our program operations. Catholic Charities Head Start will adjust the pay scale for all personnel positions in our Head Start programs to reflect a permanent, 1.0% increase for future employees. Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

**3. Budget Justification:**

<b>HS Catholic Charities COLA Budget Narrative 2017-2018</b>		
Description	Amount	Category
Salaries – Catholic Charities will provide a minimum of 1.0% Cost of living adjustment (COLA) for Head Start staff.  (1.0%) COLA Increase included in the Head Start Funding Increase and funds from Catholic Charities. This will be a permanent increase in staff compensation.	\$9,443	Personnel
Benefits include FICA, 403b, health & vision insurance, workers compensation, unemployment insurance, disability insurance, and life insurance.	\$3,715	Personnel Fringe
Indirect Costs: Catholic Charities' provisional federal indirect rate for 7/1/17 – 6/30/18 is 22.5%.	\$2,125	Indirect Costs
<b>Total - Operating funds</b>	<b>\$15,283</b>	

<b>CC Non-Federal Share COLA Budget Narrative 2017-2018</b>		
Description	Amount	Category
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the Teacher Assistants, Teachers, and Family Service workers. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$2,380	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$1,441	Personnel Fringe
<b>Total</b>	<b>\$3,821</b>	