

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**Denver**”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **FAMILY STAR, INC., a Colorado non-profit with an address of 2246 Federal Blvd, Denver, CO 80211**(the “Contractor”); which may individually be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, The City and Contractor entered into an Agreement executed on May 31, 2022, (the “Agreement”) to undertake, perform, and complete all of the services set forth on *Exhibit A*, the Scope of Work, to the City’s satisfaction.

WHEREAS, The Parties wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Effective upon execution, all references to “Exhibit B” in the existing Agreement shall be amended to read “Exhibit B and Exhibit B-1,” as applicable. The Amended Budget marked as Exhibit B-1 attached hereto and incorporated herein by this reference.

2. Section 7. D. of the Agreement entitled “**COMPENSATION, Maximum Contract Amount**” is replaced with the following language:

“7.D. **Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY NINE AND ZERO CENTS (\$638,939.00)** (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.

(2) The City’s payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

3. Section 7. F. of the Agreement entitled “**COMPENSATION, Non-Federal Share Match**” is replaced with the following language:

“7.F. **Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind 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 **ONE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS AND ZERO CENTS (\$127,787.00)** as set forth in more detail in **Exhibit B and Exhibit B-1**. 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 quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Family Star, Inc.
MOEAI-202264771-01/Legacy: MOEAI-202262468-01

5. This 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 if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

EXHIBITS

EXHIBIT B-1: Budget Justification

Contract Control Number: MOEAI-202264771-01 LEGACY: MOEAI-202262468-01
Contractor Name: FAMILY STAR INC

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:
Contractor Name:

MOEAI-202264771-01 LEGACY: MOEAI-202262468-01
FAMILY STAR INC

By:  _____
27BF3EEFCF7F456...

Name: Angela Durlin
(please print)

Title: Sr. Director of Program Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Family Star Inc.
Head Start Grant Application #[08CH010552](#)
Project Period 7/1/18 through 6/30/2023
Budget Period 7/01/22 through 6/30/23

HS: COLA 2.28%

Family Star will utilize COLA to permanently increase all HS staff salaries by at least 2.28% as designated by the Office of Head Start. This request represents HS COLA in the amount of \$8,363 (Federal Share) and \$2,090 (Non-Federal Share) for a total of \$10,453. The COLA increase is a **permanent increase** of at least 2.28% to the overall salary structure.

BUDGET NARRATIVE:

PERSONNEL:				Narrative COLA HS & HS EXPANSION
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities Manager & Health / Data Manager/ Nutrition Manager / Education Director	915.00	228.00	7.0	2 Center Directors; NW @ 25% and NE @ 26% for CB, Data Manager at 28%, Montessori Director at 26%, Health & Nutrition Coordinator, MH Disabilities and Health & Nutrition Manager at 18% with at least 2.28% COLA permanent adjustment
Teachers	6,043.00	1,511.00	12.0	5 Lead Teachers @ 46% of salaries and 7 Teachers @ 46% of salaries with at least 2.28% COLA permanent adjustment
Teacher Aides	1,405.00	351.00	4.0	5 teacher aides @ 46% of salaries with at least 2.28% COLA permanent adjustment

EXHIBIT B-1

<i>Personnel: Child Health and Developmental Services Personnel Sub- Total</i>	8,363.00	2,090.00	23.0	
PERSONNEL TOTAL	8,363	2,090	23	
GRAND TOTAL	\$8,363	\$2,090	23	\$10,453

Family Star Inc.
Early Head Start Grant Application #08CH010552
Project Period 7/1/18 through 6/30/2023
Budget Period 7/01/22 through 6/30/23

EHS: COLA 2.28%

Family Star will utilize COLA to permanently increase all EHS staff salaries by at least 2.28% as designated by the Office of Head Start. This request represents EHS COLA in the amount of \$2,833 (Federal Share) and \$708 (Non-Federal Share) for a total of \$3,541. The COLA increase is a **permanent increase** of at least 2.28% to the overall salary structure.

BUDGET NARRATIVE:

PERSONNEL:				Narrative COLA EHS Expansion
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Non-Federal Share	Number of Employees	
Content Area Coordinators: Mental Health / Disabilities Manager & Health / Data Manager / Nutrition Manager	562.24	140.56	4.0	MH Disabilities allocated at 8%, Data Manager @ 22% & Nutrition Manager @ 8% allocated to EHS Expansion with at least a permanent 2.28% COLA adjustment
Home Visitors / Program Support	1,887.38	471.84	2.0	Parent Educator for 8 EHS Expansion slots & program support with at least a permanent 2.28% COLA adjustment
<i>Personnel: Child Health and Developmental Services Personnel Sub-Total</i>	2,449.62	612.40	6.0	

EXHIBIT B-1

Family and Community Partnerships Personell	Cost for Program Option	Non-Federal Share	Number of Employees	
Family Service Manager	237.99	59.25	1.00	Family Service Manager @ 8% allocation with at least a permanent 2.28% COLA adjustment
<i>Personnel: Family and Community Partnerships Personnel Sub-Total</i>	237.99	59.25	1.00	
Program Design and Management Personnel	Cost for Program Option	Non-Federal Share	Number of Employees	
Executive Director/HS Director and Other GA Staff	145.39	36.35	8.00	Executive Director, HS Director, HR, Finance, Facilities & IT @ 1% allocated to EHS Expansion with at least a permanent 2.28% COLA adjustment
<i>Personnel: Program Design and Management Personnel Sub-Total</i>	145.39	36.35	8.00	
PERSONNEL TOTAL	2,833.00	708.00	15.00	
GRAND TOTAL				3,541.00