

## AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**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 **VOLUNTEERS OF AMERICA COLORADO BRANCH** (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” and “Exhibit B-1,” in the existing Agreement shall be amended to read “Exhibit B, Exhibit B-1, and Exhibit B-2,” as applicable. The Amended Budget marked as Exhibit B-2 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 **NINE HUNDRED TEN THOUSAND THIRTY-FIVE DOLLARS AND ZERO CENTS (\$910,035.00)** (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 EIGHTY TWO THOUSAND SEVEN DOLLARS AND ZERO CENTS (\$182,007.00)** as set forth in more detail in **Exhibit B, Exhibit B-1 and Exhibit B2.** 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.

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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**EXHIBITS**

EXHIBIT B-2: Budget Justification

**Contract Control Number:** MOEAI-202264786-01 LEGACY: MOEAI-202262471-01  
**Contractor 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:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

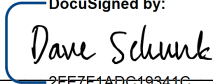
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

MOEAI-202264786-01 LEGACY: MOEAI-202262471-01  
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:  \_\_\_\_\_  
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Name: Dave Schunk  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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

**Volunteers of America Head Start  
Budget Narrative COLA 2021  
5.18.22**

Volunteers of America requests \$16,108.90 in federal operating funds, which is the FY COLA increase, to serve 96 children with Head Start services. VOA's required non-federal share for the COLA increase is \$4,027.23. These funds will go to permanently increase salaries for HS staff by at least 2.28%.

**A. PERSONNEL**

**Personnel costs** reflect permanent staffing increases for all staff including Executive (Senior) Director who is charged to HS at 10%, an FTE Director of Early Childhood Services charged to HS at 37%, an FTE ECE Manager charged to HS at 90%, FTE Education and Disabilities Specialist charged to HS at 77%, .75 of 5 FTE Lead Teachers, .58 of 4 FTE Teacher Associates, .35 of Family Service Workers and Homebased Education Team, 0.35 of HS Lunch Coordinator, .3 of FTE VOA Maintenance staff for the Center and may include

i. Federal Funds COLA Requested:	\$ 13,463.35
ii. VOA Non Federal Match COLA funds:	\$ <u>3,365.84</u>
v. Total Cost, this category:	\$ 16,829.19

**B. FRINGE BENEFITS**

**Fringe benefits** include FICA at 7.65% of total payroll, unemployment ins. at .5%, worker's comp at 2%, pension and retirement @ 9.5%, and health insurance at \$5076.12/annual per employee who chooses health insurance.

i. Federal Funds COLA Requested:	\$ 2,645.55
ii. VOA Non Federal Match COLA funds:	\$ <u>661.39</u>
iii. Total Cost, this category:	\$ 3,306.94

**C. TRAVEL**

No **travel funds** are requested

**D. EQUIPMENT**

No **equipment funds** are requested

**E. SUPPLIES**

No **supplies funds** are requested

**F. CONTRACTUAL**

No **Contractual funds** are requested

**G. CONSTRUCTION**

No **construction funds** are requested

**H. OTHER COSTS****I. T and TA**

<b>TOTAL FED FUNDS</b>	<b>\$ 16,108.90</b>
<b>TOTAL MATCH</b>	<b>\$ 4,027.23</b>
<b>TOTAL BUDGET</b>	<b>\$ 20,136.13</b>

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

**MATCH SOURCES**

Colorado Preschool Program (CPP)	\$4,027.23
<b>Total of Match Sources</b>	<b>\$4,027.23</b>

**All COLA funds will be used to permanently increase base wages by no less than 2.28% for all staff in Head Start.**