

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2011, 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").

10-591-29

WITNESSETH:

WHEREAS, the City previously retained the Contractor by an Agreement dated July 6, 2010, to provide Head Start services for program year 2010-2011 (together, the "Agreement"); and

WHEREAS, the parties now wish to amend the Agreement to extend the term for an additional six months and to increase the Maximum Contract Amount to provide additional funding to provide Head Start services to eligible children and families;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

4. TERM: The Agreement will commence on July 1, 2010, and will expire on June 30, 2011 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director."

2. Subparagraph D of paragraph 7 of the Agreement is amended to read as follows:

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Six Hundred Twenty Three Thousand Twenty Two and 00/100 Dollars (\$1,623,022.00) (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 B and B-1**. Any Services performed beyond those in Exhibit B and B-1 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 the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. Subparagraph F of paragraph 7 of the Agreement is amended to read as follows:

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 Four Hundred Five Thousand Seven Hundred Fifty Six Dollars and Zero Cents (\$405,756.00) as set forth in more detail in Exhibit B and 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 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**, 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. Upon the execution of this instrument, all references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibits B and B-1, as applicable...”. A copy of **Exhibit B-1** is attached to this Amendatory Agreement and incorporated herein by this reference.

5. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Agreement shall remain in full force and effect as though set out in full herein.

6. This Amendatory Agreement is expressly subject to and shall not become effective or binding on the City until fully executed by all signatories of the City and County of Denver, and, if required by Charter, approved by the City Council.

7. This Amendatory Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed, through their respective lawfully empowered representatives, this Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
City Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Executive Director, Mayor's
Office for Education and Children

By: _____
Assistant City Attorney

By: Albert A. Hartung
Director, Head Start Office

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor
Contract Control No. GE00330(1)

"CITY"

CATHOLIC CHARITIES AND
COMMUNITY SERVICES OF THE
ARCHDIOCESE OF DENVER

I.R.S. Identification No. 840686679

By: [Signature]

Name STEPHEN J. CARATTINI
(please print)

Title CHIEF OPERATING OFFICER

"CONTRACTOR"

Exhibit B-1

QE 00330-1

Catholic Charities Head Start Program and Budget Narrative.

Operating Funds:

Category	Description	Amount
Personnel	Catholic Charities will give every HS staff person a 2.5% cost of living adjustment.	\$24,662
Personnel	Catholic Charities will increase the HS pay scale by 2.5%.	\$3508
Total		\$28,170

Non-Federal Share:

Category	Description	Amount
Personnel	Catholic Charities will provide a 2.5% cost of living adjustment for staff claimed as non-federal share.	\$4,599
Fringe Benefits	Funds will be used towards to social security, state disability, unemployment, worker's compensation, and state unemployment benefits for staff claimed as non-federal share	\$502
Indirect Cost	Our indirect cost rate is 22%. The indirect cost not funded by operating funds will be claimed as non-federal match	\$1,942
Total		\$7,043