

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 **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado not-for-profit corporation, with an address of 6240 Smith Road, Denver, Colorado, 80216 (the “Contractor”), jointly “the parties.”

RECITALS

A. The Parties entered into an Agreement dated May 21, 2020 (collectively the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

B. The Parties wish to amend the Agreement to increase the Amount.

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

1. The Contractor address in the heading of the May 21, 2020, Agreement is amended as set forth in the heading of this First Amendatory Agreement.

2. All references to “Exhibit A” and “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit A and Exhibit A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Section 7.D. of the Agreement entitled “**Maximum Contract Amount**” 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 SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-THREE DOLLARS AND ZERO CENTS (\$1,752,883.00)** (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 and Exhibit A-1, as applicable**. Any services performed beyond those in **Exhibit A and Exhibit A-1, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 7.F. of the Agreement entitled “**Non-Federal Share Match**” 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 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 **FOUR HUNDRED THIRTY-EIGHT THOUSAND TOW HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$438,221.00)** as set forth in more detail in **Exhibit A-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 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-202055991-01 Legacy:202054132
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER

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:

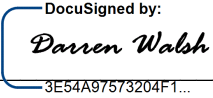
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: MOEAI-202055991-01 Legacy:202054132
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER

By:  _____
3E54A97573204F1...

Name: Darren walsh
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1

Catholic Charities Expansion Narrative

Denver Great Kids Head Start was awarded expansion for both Early Head Start and Head Start in Denver. Catholic Charities of Denver will receive thirty-six (36) Head Start Spots and eight (8) Early Head Start Spots contingent on a lease agreement with Denver Housing Authority for the Child Care Center property at the Quigg Newton Community Center. Quigg Newton Community Center has six (6) classrooms available. Catholic Charities of Denver plans on using at least three of those classrooms for Expansion. By January 2021, Catholic Charities will be operating two head start classrooms with sixteen (16) children aged three (3) years to five (5) years old for a total of thirty-two (32) preschool aged children being served. The remaining four (4) preschool children will be served at one of our other six locations for a total increase in service to thirty-six (36) preschool aged children. The eight (8) Early Head Start Children will be served in a new classroom at Quigg Newton, in a toddler room. The program option at Quigg Newton will be at least full day, but more likely extended day depending on the COVID-19 Restrictions in January 2021.

Catholic Charities Budget Narrative

Catholic Charities will use \$75,000.00 for start up costs in the three (3) new classrooms at Quigg Newton. Those start-up costs will be applied to outfitting those classrooms and preparing them for all local inspections needed to operate in Denver as well as helping Catholic Charities build a program that will serve multiple needs of the families in the area. It will be divided into \$15,000.00 per classroom for a total of \$45,000.00. The remaining \$30,000 will be used as half of the salary for the Site Supervisor. The Head Start Expansion total is \$277,200.00 which equates to \$7,700.00 per child in Head Start and the Early Head Start Expansion total is \$120,000.00 which equates to \$15,000.00 per child in Early Head Start. Those funds will allow for Catholic Charities to provide the highest quality of care for the whole child with a focus on the child's growth and development; their mental health or disabilities needs; their health and nutrition needs; and support for the children's families as well. The funds will go to occupancy costs at Quigg Newton, Educational Supplies for the classrooms throughout the year and personnel costs for the new staff hired to support the classrooms.

Exhibit A-1

Head Start Catholic Charities Expansion Grant Budget Narrative 2020-2021		
Description	Amount	Category
Start Up – 3 classrooms - \$15,000.00 per classroom 1. Supplies 2. Equipment 3. Salaries (Site Supervisor Offset) \$30,000.00	\$75,000	Start Up
Salaries - \$249,806.00 Fringe - \$92,398	\$342,200	Personnel
Occupancy Costs Rent Utilites Building Maintenance	\$40,000	Occupancy
Supplies and Contractual Services	\$15,000	Supplies
Total	\$472,200	