

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 **VOLUNTEERS OF AMERICA**, a Colorado not-for-profit corporation, whose address is 2660 Larimer Street, Denver, Colorado 80205 (the "Contractor").

WITNESSETH:

WHEREAS, the City previously retained the Contractor by an Agreement dated May 25, 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 Five Hundred Four Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$504,955.00) (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

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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 One Hundred Twenty Six Thousand Two Hundred Thirty Nine Dollars and Zero Cents (\$126,239.00) 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

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

By: _____
Assistant City Attorney

By: _____
Mayor

RECOMMENDED AND APPROVED:

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

By: _____
Director, Head Start Office

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

Contract Control No. GE00334(1)

"CITY"

VOLUNTEERS OF AMERICA

I.R.S. Identification No. 147453968

By: _____
Dianna L. Kunz

Name _____
Dianna Kunz
(please print)

Title _____
President

"CONTRACTOR"

Exhibit B-1

VOLUNTEERS OF AMERICA HEAD START PROGRAM
APPLICATION AND PROGRAM NARRATIVE
SUPPLEMENTAL COLA
FY 2010 FUNDING INCREASE

1. Application

- SF-424 attached
- SF-424A attached
- Sf-424B Assurances attached

2. Program and Budget Narrative

- Supplemental COLA (permanent) total dollars requested are \$8764.33 to provide all Head Start staff a 1.84% increase in their hourly rate of pay.
- Each Head Start employee of Volunteers of America Head Start will receive a 1.84 percent increase in the hourly rate of pay effective 7/1/2010. Those employees who are not paid 100% by Head Start will be paid the increase of 1.84 according to the percent of time that is billed to the Head Start annual budget. This is in line with the provisions of the Head Start Act, Sections 653 and 640(j). The total program salary increase of 1.84% equals \$7639.00 to be paid \$5619.00 from federal operating funds and \$2,202.00 from non federal share cash match. Further, no grant funds will be used to pay any grantee staff compensation costs in excess of \$179,700.00.
- No employee of Volunteers of America Head Start will receive less than the 1.84 percent increase in the hourly rate of pay.
- The Volunteers of America Head Start pay scale is as follows:

TITLE	HOURLY WAGE	MONTHLY WAGE	ANNUAL WAGE
Director .90 FTE	24.25	3782.70	45392.45
Coordinator .75 FTE	18.71	2432.00	29184.49
Project Manager .50 FTE	18.15	1573.70	18884.40
Project Manager 1.0 FTE	18.15	3147.40	37768.79
Lead Teachers 2.0 FTE	15.16	2628.42	31541.07
Lead Teacher .80 FTE	15.16	2102.74	25232.86
Associate Teachers 2.0 FTE	10.97	1901.15	22813.79
Associate Teacher .70 FTE	10.97	1330.80	15969.65
Assistant Teacher 1.0 FTE	10.00	1700.12	20401.40
Family Service	14.11	2446.60	29359.25

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Worker 2.0 FTE			
Family Service Worker .80 FTE	14.11	1957.28	23487.40
Lunch Coordinator .50 FTE	8.43	730.80	8769.65
Lunch Coordinator .20 FTE	7.94	275.38	3304.50
Relief/Substitute Teachers	15.16		

- The categories and amounts of other increased operating costs after the hourly rate of pay increases the follow operating costs of fringe benefits of FICA, Unemployment taxes and Worker's Compensation to be paid \$673 in federal operating costs and \$171.00 in non federal share cash match. As well as, cost of Retirement benefits of \$702.00 to be paid in federal operating costs.
- An increased operating cost for technology equipment maintenance is \$1770.00 paid through federal operating funds. This increase represents the need for greater technology equipment and use of an electronic data management system for Head Start reporting and for online reporting of child outcomes.
- The projection of the amounts and sources that will be used for non-federal share match are as follows:

NON-FEDERAL MATCH SOURCE	AMOUNT	TOTAL
Mile High United Way	\$1,095.55	
Denver Preschool Program	\$1,095.53	
		\$2,191.08

3. Signed Policy Committee Approval Statement and Meeting Minutes.

- Attached