

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 **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado non-profit corporation with an address of 6240 Smith Road, Denver, CO 80216 (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 **TWO MILLION TWO HUNDRED NINETY THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS AND ZERO CENTS (\$2,290,694.00)** (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 **FOUR HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND ZERO CENTS (\$458,139.00)** 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.

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.

EXHIBITS

EXHIBIT B-1: Budget Justification

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: MOEAI-202264886-01 LEGACY: MOEAI-202262465-01
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, 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: MOEAI-202264886-01 LEGACY: MOEAI-202262465-01
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

By:  _____
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Name: Darren Walsh
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1

Catholic Charities DGKHS COLA Budget Narrative: 2022-2023		
Description	Amount	Category
Salaries – No staff members paid with Head Start funds or included in the non-Federal share are paid more than the Executive Level II salary. Increase of 2.28%.	\$27,536	Personnel
Benefits: All salaries billed will be based on actual timesheets. Benefits are calculated at 27% of base salary rates.	\$10,185	Personnel Fringe
Total - COLA	\$37,721	TOTAL COLA
Indirect Costs: Catholic Charities' indirect cost rate is 22.69%	\$9,430	Indirect Rate
Total -Operating funds	\$47,151	TOTAL

Catholic Charities requests \$37,721 for Head Start and \$2,830 for Early Head Start to permanently increase the HS pay scale and staff salaries by 2.28%, pay expenses associated with the cost of fringe benefits and pay other expenses associated with program operations. The program will remain in full compliance with the HHS appropriations bill provisions. Section 653 that requires that “none of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II” and that prohibits Head Start salaries “in excess of the average rate of compensation paid in the area where the program is carried out to a substantial number of persons providing substantially comparable service, or in excess of the average rate of compensation paid to a substantial number of persons providing substantially comparable services in the area of the person’s preceding employment, whichever is higher.” And section 640j that requires that the compensation of Head Start employees must be improved regardless of whether the agency has the ability to improve the compensation of staff employed by the agency that do not provide Head Start services. The program’s salary schedules will be permanently increased by the 2.28% COLA.

EXHIBIT B-1

Catholic Charities DGKEHS COLA Budget Narrative: 2022-2023		
Description	Amount	Category
Salaries – No staff members paid with Head Start funds or included in the non-Federal share are paid more than the Executive Level II salary. Increase of 2.28%.	\$2,066	Personnel
Benefits: All salaries billed will be based on actual timesheets. Benefits are calculated at 27% of base salary rates.	\$764	Personnel Fringe
Total - COLA	\$2,830	TOTAL COLA
Indirect Costs: Catholic Charities' indirect cost rate is 22.69%	\$707	Indirect Rate
Total -Operating funds	\$3,537	TOTAL