

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VOLUNTEERS OF AMERICA COLORADO BRANCH**, a Colorado Non-Profit Corporation whose address is 2660 Larimer Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated June 11, 2021 (the “Agreement”) to provide the Services required by the Agreement.

B. The Parties wish to amend the Agreement to increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B and B-1...” as applicable. The scope of work marked as **Exhibit B-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 7 of the Agreement entitled **COMPENSATION** Sub-paragraph D entitled “**Maximum Contract Amount**” is amended to read as follows:

“7. **COMPENSATION:**

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED ELEVEN THOUSAND NINE HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$711,919.00)** (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.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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 County of Denver, and if required by Charter, approved by the City Council.

Contract Control Number:
Contractor Name:

FINAN-202160165-01[MOEAI-202158381-01]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

FINAN-202160165-01[MOEAI-202158381-01]
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:  _____
2FE7F1ADC19341C...

Name: Dave Schunk
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1

**Volunteers of America Head Start
Budget Narrative COLA 2021
4/6/2021**

Volunteers of America requests \$10,588 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 \$2,640.

A. PERSONNEL

Personnel costs reflect Executive (Division) Director at cost, .75 FTE Director of early Childhood Services, .80 FTE ECE Manager, .80 FTE Education and Disabilities Specialist, .75 of 4 FTE Lead Teachers, .75 of 4 FTE Teacher Associates and 2 PTE Assistant Teachers and Child Development Aides, .75 of 2 FTE Family Service Workers 1 PTE Family Service Worker, 1 PTE Lunch Coordinator, .5 of FTE VOA Maintenance staff at cost, and \$792/yr for VOA meal service delivery driver.

i. Federal Funds COLA Requested:	\$	7,266.00
ii: VOA Non Federal Match COLA funds:	\$	<u>1,817.00</u>
v. Total Cost, this category:	\$	9,083.00

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:	\$	2,236.00
ii. VOA Non Federal Match COLA funds:	\$	<u>559.00</u>
iii. Total Cost, this category:	\$	2,795.00

C. TRAVEL

No **travel funds** are requested

D. EQUIPMENT

No **equipment funds** are requested

E. SUPPLIES

Supply costs include office Supplies, child and family services supplies, food service supplies, medical supplies; laundry, housekeeping supplies and disposables.

F. CONTRACTUAL

Contractual services include audit; food service; (amount budgeted is the difference between food service billed and reimbursement received from the Child and Adult Care Food Program); VOA Foster Grand Parents (providing 4 "grandparents" for Head Start classrooms); security costs and temporary help.

i. Federal COLA Funds Requested:	\$	1,056.00
ii. VOA Non Federal COLA Match funds:	\$	<u>264.00</u>
iii. Total Cost, this category:	\$	1,320.00

EXHIBIT B-1

G. CONSTRUCTION

No **construction funds** are requested

H. OTHER COSTS

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TOTAL FED FUNDS	\$	10,558.00
TOTAL MATCH	\$	2,640.00
TOTAL BUDGET	\$	13,198.00

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

MATCH SOURCES

Mile High United Way Grant - Two year grant agreement	\$2,640
Total of Match Sources	\$2,640

All COLA funds will be used to permaently increase base wages by no less than 1.52% for all staff.