

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 **SEWALL CHILD DEVELOPMENT CENTER, INC.**, a Colorado non-profit corporation with an address of 949 Filmore Street, Denver, Colorado 80206 (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 June 24, 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” and “Exhibit B-1” in the existing Agreement shall be amended to read “Exhibit B, Exhibit B-1, and Exhibit B-2,” as applicable. The Amended Budget marked as Exhibit B-2 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 **FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS AND ZERO CENTS (\$581,152.00)** (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 **ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$116,230.00)** as set forth in more detail in **Exhibit B, Exhibit B-1, and Exhibit B-2**. 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-2: Budget Justification

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: MOEAI-202264768-01 LEGACY: MOEAI-202262471-01
Contractor Name: SEWALL CHILD DEVELOPMENT CENTER 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:
Contractor Name:

MOEAI-202264768-01 LEGACY: MOEAI-202262471-01
SEWALL CHILD DEVELOPMENT CENTER INC

By:  _____
DocuSigned by:
Heidi Heissenbuttel
OF31080FC85A43E...

Name: Heidi Heissenbuttel
(please print)

Title: CEO/President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Sewall Child Development Center, Inc. (SCDC)

COLA Funds Budget Narrative

2022-2023

Personnel (Federal Share)

The details of the salaries for personnel are identified in the cost allocation summary for a quick reference at the end of this narrative. In the 2022-23 budget year, the COLA funds will be used to support 2.28% of the yearly 3% salary increases provided to the Sewall Head Start staff. This increase will include \$2,964.00 for teacher salaries, \$2,548.00 for teacher assistants, \$1,044.16 for director and managers, \$606.01 for coordinators, coach and a content area expert, \$1,206.40 for family service workers, and \$405.60 for clerical support. The 2.28% increase will result in a permanent increase to the employees' salary structure.

Total Benefits (Federal Share) \$1,482.84

Payroll taxes equal to 9% of the salary amount is \$789.68. Worker's compensation costs of 4% is equal to \$350.97. Fringe benefit costs of 3.9% is equal to \$342.19.

Total Federal Share Budget \$10,256.59

Non-Federal Share (In-Kind) \$2,564.15

- A .72% salary increase for all positions included in the 2022-23 budget at the same FTE percentage of time identified except for the Head Start director and Head Start managers FTE percentages of time. The FTE percentage of time this amount of salary increase is applied to for the Head Start director is 6.4% and to the Head Start managers is 8%. The

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.72% increase represents the remainder of the 3% increase that is given to Sewall staff each year.

COLA BUDGET COST ALLOCATION PLAN

Sewall Head Start at Dahlia/The Zone 2022

DESCRIPTON OF COLA COST AND SERVICES

- The below numbers represent a 2.28% salary increase for Head Start staff

FEDERAL SHARE

PERSONNEL \$8,774.17

Head Start Director .20 FTE, M. Grimmer, \$374.40

Dahlia Head Start Manager .20 FTE M. Williams, \$328.64

The Zone Head Start Manager .20 FTE L. Helmstetter, \$341.12

Teachers \$2,964.00

J. Aparicio .50 FTE \$416.00

C. Burke .50 FTE \$447.20

C. Foster .50 FTE \$436.80

M. Gertner .50 FTE \$468.00

P. Mather .50 FTE \$530.30

M. Shivley .50 FTE \$665.60

Teaching assistants \$2,548.00

B. Carlis .50 FTE \$416.00

S. Kihm .50 FTE \$426.40

H. Moore .50 FTE \$405.60

B. O'Donnell .50 FTE \$416.00

T. Poke .50 FTE \$457.60

N. Rao .50 FTE \$426.40

Disabilities Coordinator, .14 FTE, C. Krall, \$198.02

Education Coordinator, .08 FTE, C. Krall \$113.15

Content Area Expert, .1 FTE, C. Krall, \$141.44

Family Service Worker, .50 FTE, I. Knox \$478.40

Family Service Worker, .50 FTE, A. McKinley \$728.00

Coach, .125 FTE, S. Kull \$153.40

Data Support, .50 FTE, M. Wheatley \$405.60

BENEFIT COSTS \$1,482.84

Payroll Taxes \$789.68

Worker's Compensation Costs \$350.97

Fringe Benefits \$342.19

TOTAL FEDERAL SHARE BUDGET \$10,256.59

NON-FEDERAL SHARE (IN-KIND) \$2,564.15

- .72% salary increase for all positions above at the same FTE percentage of time identified above except for the Head Start director and Head Start managers FTE percentages of

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time. The FTE percentage of time this amount of salary increase is applied to the Head Start director is 6.4% and to the Head Start managers is 8%. The .72% increase represents the remainder of the 3% increase that is given to Sewall staff each year.