

## FIRST AMENDATORY AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“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 **CLAYTON EARLY LEARNING, Trustee, George W. Clayton Trust**, a Colorado not-for-profit corporation (the “Contractor”), jointly “the parties.”

### RECITALS

**A.** The Parties entered into an Agreement dated May 31, 2022 (the “Agreement”) for the performance of certain work set forth in that Agreement and the exhibits 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.** All references to “Exhibit A” 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 **TWO MILLION ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND ZERO CENTS (\$2,199,784.00)** (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 FORTY THOUSAND THIRTY-SEVEN DOLLARS AND ZERO CENTS (\$440,037.00)** 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:**  
**Contractor Name:**  
W. CLAYTON TRUST,

FINAN-202264770-01 LEGACY: MOEAI-202262466-01  
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

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:**  
W. CLAYTON TRUST,

FINAN-202264770-01 LEGACY: MOEAI-202262466-01  
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

By:  \_\_\_\_\_  
D061BFDD92834D7

Name: William Browning  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A-1



CLAYTON EARLY LEARNING  
 HEAD START & EARLY HEAD START 08CH010552  
 Head Start & Early Head Start Funding Increase FY 2022-23 Application and Narrative

Clayton Early Learning requests supplemental funds in the amount of \$38,923.58 to be used in accordance with Program Instruction ACF-PI-HS-22-02 as follows:

Cost of Living (COLA) Adjustment and T/TA \$38,923.58

Clayton Early Learning requests \$33,257.47 for Head Start and \$5,666.11 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.

Non-Federal Share \$ 9,730.90

Clayton Early Learning will meet the non-federal share through funding received from in-kind human resources services.

Total Funding \$ 48,654.48