

## FIRST AMENDATORY AGREEMENT

**THIS FIRST AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SEWALL CHILD DEVELOPMENT CENTER, INC.**, a Colorado nonprofit corporation with an address of 940 Fillmore St., Denver, Colorado 80206, (the “Contractor”), jointly “the parties.”

### RECITALS

**A.** The Parties entered into an Agreement dated September 19, 2024 (collectively 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 maximum contract amount.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** All references to “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit B and Exhibit B-1, as applicable.” The budget document marked as Exhibit B-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 **SIX HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS AND SIXTY CENTS (\$658,922.60)** (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.** 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 **ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND FIFTY-TWO CENTS (\$131,784.52)** as set forth in more detail in **Exhibit A**. 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:** MOEAI-202476979-01: LEGACY:MOEAI-202474485-01  
**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:

\_\_\_\_\_

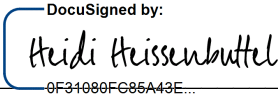
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By:

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**Contract Control Number:**  
**Contractor Name:**

MOEAI-202476979-01: LEGACY:MOEAI-202474485-01  
SEWALL CHILD DEVELOPMENT CENTER INC

By:  \_\_\_\_\_  
0F31080FC85A43E...

Name: Heidi Heissenbuttel  
(please print)

Title: CEO/President  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT B-1

HEAD START SALARY SCALE

Your Job Title	Prior to July 2024	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum	Beginning July 2024	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Early Childhood Special Educator/Disability Coordinator		\$29.68	\$36.04	\$42.40		\$30.38	\$36.89	\$43.40
Head Start Teacher		\$19.61	\$24.65	\$29.68		\$20.07	\$25.23	\$30.38
Head Start Assistant Teacher		\$18.59	\$22.04	\$25.48		\$19.03	\$22.56	\$26.08
Vice President of Programs/Head Start Director		\$37.10	\$45.05	\$53.00		\$37.97	\$46.11	\$54.25
Family Services Worker		\$24.50	\$30.25	\$36.00		\$25.08	\$30.96	\$36.85
Program Coordinator/Center Director/Education Coordinator		\$33.92	\$40.81	\$47.70		\$34.72	\$41.77	\$48.82

\*Pay rates based on 4 week vacation plan