

## THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER FOOD RESCUE**, a Colorado nonprofit corporation, whose address is 1368 26<sup>th</sup> Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated August 25, 2020, an Amendatory Agreement dated February 24, 2021, and a Second Amendatory Agreement dated October 21, 2021 (collectively, the “Agreement”) to provide the services set forth in Exhibit A, Scope of Work.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 19-No Employment of Illegal Aliens, update paragraph 22-No Discrimination in Employment, amend the scope of work, and amend the budget.

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

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **August 1, 2020**, and will expire on **July 31, 2023** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions for annual renewal up to one (1) additional year by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS (\$875,568.00)** (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. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

**“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with

the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“22. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. **Exhibit A, Exhibit A-Amendment01, and Exhibit A-Amendment02** are hereby deleted in its entirety and replaced with **Exhibit A-Amendment03 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-Amendment01, and Exhibit A-Amendment02** are changed to **Exhibit A-Amendment03**.

6. **Exhibit B, Exhibit B-Amendment01 and Exhibit B-Amendment02** are hereby supplemented with **Exhibit B-Amendment03 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-Amendment01 and Exhibit B-Amendment02** are supplemented with **Exhibit B-Amendment03**.

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

8. This Third 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.

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**Contract Control Number:** ENVHL-202264023-03/ ENVHL-202055214-03  
**Contractor Name:** DENVER FOOD RESCUE

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:

\_\_\_\_\_

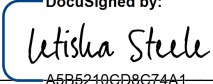
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By:

\_\_\_\_\_

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

ENVHL-202264023-03/ ENVHL-202055214-03  
DENVER FOOD RESCUE

By: DocuSigned by:  
  
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Name: Letisha Steele  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



## EXHIBIT A – Amendment03

### SCOPE OF WORK

#### I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver’s Kids (“HFDK”) Initiative and Denver Food Rescue (“DFR”). DFR shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver’s Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

DFR has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$195,645** for Term 1 (August 1, 2020 – July 31, 2021)
- **\$17,452** for Term 1 – COVID Supplemental Funds (February 1, 2020 – July 31, 2021)
- **\$303,660** for Term 2 (August 1, 2021 – July 31, 2022)
- **\$377,410** for Term 3 (August 1, 2022-July 31, 2023)
- **Cumulative Maximum Contract Amount: \$894,167**

#### II. Program Services and Descriptions

A. **DFR will be granted funds to provide the following services:**

DFR will continue to provide access to healthy food choices for youth, through existing No Cost Grocery Programs (NCGP). DFR is requesting funding to support their 22 existing NCGP, which specifically serve youth ages 5-18 and their families. DFR NCGPs are located at schools, community centers, after school programs, and partner nonprofits throughout the city of Denver. Volunteers bring food from fresh food donors, including grocery stores, wholesalers, and large catering operations, to distribute to families weekly and in a few cases biweekly. DFR provides approximately 75% fresh produce to their NCGPs; all other food provided is also fresh, including dairy, meat, and prepared foods. To familiarize families with produce uncommon to certain regions, DFR provides an English/Spanish fruit and vegetable guide as well as culturally relevant cooking demonstrations and recipes. HFDK funding is an important component of ensuring that food is culturally relevant and that DFR can create and provide that supplemental information. In August 2022, DFR proposes to also provide healthy snacks to children visiting NCGPs.

DFR stays in constant communication with NCGP site leads and community members, including periodic site visits and facilitating NCGP volunteer meetings and community board of director meetings. DFR will continue spreading information about the programs through word of mouth, relationships and open communication; community involvement will inform the community about DFR’s expansion and services. DFR does this by employing a Program Director and a Program Operations Manager who visit different NCGPs weekly and who are available any time for NCGP site leads to contact. These positions are funded by HFDK.

Food rescue and deliveries will continue to be coordinated by DFR staff and supported by



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### SCOPE OF WORK

volunteers. These DFR staff positions - Food Acquisitions Manager (overseeing food donations) and Volunteer Coordinator (overseeing food deliveries) are also funded by HFDK. The Communications Director and CEO, who oversee important top-level strategies that promote and sustain NCGPs and their operations, are also part of this grant.

In addition to providing direct healthy food access, DFR uses HFDK funding to teach, equip, support, and empower 200 elementary-age students with our 8-week Self-sufficiency and Nutrition program. It was developed using research on best practices about how youth can become self-sufficient in the kitchen. In the 2020-2021 grant year DFR piloted the program with over 100 students at Stedman Elementary (DPS) and three summer schools. In 2021-2022, this program has continued in partnership with the Heart & Hand Center at three DPS schools – Smith, Columbine, and Bruce Randolph. This curriculum is flexible and is tailored to fit the demographics being served at various sites. In the 2021-2022 grant year, DFR adapted the course for in-person learning and introducing a higher-level curriculum for students who have already taken the first level. In person lessons have been very successful because the students have been able to make a nutritious snack at each lesson thanks to HFDK funding for food, materials, and paying the instructors. Students also have a guest speaker from DFR partner Frontline Farming speak to them about food and social justice in the eighth week of the class. Feedback from students and teachers has been extremely positive about this program.

DFR will continue to provide economic opportunities in the form of stipends for youths and community members who assist in facilitating NCGPs. Some NCGPs may also have a third stipend member who is a translator, dependent on the needs of the site lead and community. This program has been one of the most successful ones to come out of the HFDK grant, with many of our community leaders and NCGP site leads expressing how important it is to both building community – by ensuring that the same volunteers come back time and again – and to building power in the community, providing people with a steady source of income. DFR provides nutritional education and cooking demonstrations focused on fresh produce and culturally relevant foods through another HFDK grant. By employing members directly from the community being served, DFR ensures cultural and linguistic competence and inclusion. As last year, DFR will work to recruit community members who have nutrition backgrounds, draw on its extensive volunteer knowledge base, and also provide materials for self-education and professional development opportunities so community members so they feel capable and empowered to deliver the nutrition education to others.

In addition, DFR will continue to make every effort possible to provide translation of documents, correspondence, advertising, and program materials for all participants. Translation services are also provided for Board and NCGP meetings, annual surveys of NCGP feedback, orientations, professional development seminars, and celebrations.

DFR is also part of a collaborative project called Fresh Food Connect (FFC). FCC allows gardeners to easily donate their excess garden produce through our unique online web-app. Four youth employees, funded by HFDK, pick up the food on e-trikes and deliver it to NCGPs and pop-up produce stalls throughout the Denver area. With the HFDK funds, DFR is able to





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employ four teenagers to act as couriers and food distributors. The food rescued from this program is consistently the highest quality fresh produce that DFR's NCGPs see all year and program participants always express their love for it.

As part of the promotion of healthy food, culturally appropriate food, and food sovereignty, DFR provided 250 home growing kits to youth throughout the Denver area in 2020-2021 and will do so again in 2021-2022, however the source of the growing kits will not be able to provide them in 2022-2023, so DFR has omitted them from this grant renewal.

DFR will engage in partnerships with local food access organizations to procure healthy snacks for children to be distributed at all NCGP sites.

DFR will partner with HFDK to expand food provision and education services to include information about federal nutrition assistance programs (e.g. providing SNAP, WIC, P-EBT, etc. enrollment resources for youth to bring home, at workshops, etc.).

#### B. Roles:

##### **Volunteer Coordinator**

Responsible for coordinating day-to-day volunteer operations, coordinating volunteers, and managing the bicycles and e-bicycles used for food deliveries at DFR.

##### **Food Acquisitions Manager**

Responsible for planning and monitoring the day-to-day coordination of food donations and procurement of resources.

##### **Program Director**

Initiating and setting goals for programs according to strategic development plans, supports NCGP.

##### **Program Operations Manager**

Responsible for ensuring that programs and operations are coordinated and that NCGPs have all supplies needed to equitably and safely distribute food.

##### **Operations Outreach Coordinator**

This position coordinates all community outreach.

##### **Food Delivery**

Part-time position responsible for driving any food that cannot be delivered by volunteers.

##### **Chief Executive Officer**

Leads DFR and devises top level strategies for programs.



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### SCOPE OF WORK

#### **Fresh Food Connect Marketing Director's time for Denver partnerships**

At least 6 hours/week will be spent by FFC national's Marketing Director on partnerships with Denver organizations that are focused on distributing food to Denver's kids and families. To help our Denver-based operations increase participation with Denver-based gardeners to increase the amount of food donated as well as youth participation in the garden, the marketing director will create outreach and marketing content and templates, create and monitor digital marketing campaigns, pursue earned media opportunities, and evaluate success of these outreach strategies ongoing. They support the partnership with all Denver operators plus Denver Urban Gardens and CSU.

#### **Community Leaders**

The Youth/Community Leaders will assist and support NCGP set up, cooking demonstrations and the food education program, after receiving training (2 leaders from each NCGP working once per week for 3 hours, year-round).

#### **Fresh Food Connect Youth**

The Fresh Food Connect youth will pick up excess produce from local gardeners to deliver to NCGPs (4 youth each summer working approximately 12 hours per week).

#### **Self-sufficiency And Nutrition facilitators**

Instructor stipends for classes and food demonstrations.

### **C. Program Locations:**

Program activities will take place at the following NCGP locations:

Program Name	Neighborhoods Served	Address
Academy 360	Montbello	12000 E 47th Ave, Denver, CO 80239
<a href="#">Birdseed Collective</a>	Globeville	4496 Grant St. Denver, CO 80216
<a href="#">Caring &amp; Sharing</a>	East Colfax	1550 Elmira St Aurora, 80011
<a href="#">Casa de Rosal</a>	Villa Park	735 Vrain St, Denver, CO 80204
Cats Not Cops	Five Points/Uptown	401 E 20th Ave, Denver, CO 80205
Eastside MEND	Five Points	501 28th St, Denver, CO 80205
Family Star NE Montessori	Five Points	2940 Curtis Denver 80205
<a href="#">Family Star NW</a>	Federal Heights	2246 Federal BLVD Denver, CO 80211
Frontline Farming	Sun Valley	2861 W 52nd Ave Denver, Colorado, CO 80221
Green Valley Ranch KIPP	Green Valley Ranch	4635 Walden St. Denver CO 80249
<a href="#">Growhaus</a>	Elyria Swansea/Globeville	5150 E 39th Ave Denver, CO 80207
<a href="#">Heart &amp; Hand Center for Youth and Their Families</a>	Five Points	2758 Welton St. Denver, CO 80205
Iglesia Amistad	Was Magon	1140 W. Custer Pl. Denver CO
Place Bridge Academy/The Heights Church	Virginia Village	7125 Cherry Creek N Dr, Denver, CO 80224
<a href="#">Project Worthmore</a>	Aurora	1666 Elmira St, Aurora, CO 80010
<a href="#">Spirit of the Sun</a>	Capitol Hill	Althea Center, 1400 N Williams St, Denver, CO 80218
<a href="#">Sun Valley</a>	Sun Valley	1260 Decatur St, Denver, CO 80204



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### SCOPE OF WORK

<a href="#">Thomas Bean Towers</a>	Five Points	2350 Cleveland Place, Denver, CO 80205
<a href="#">Vickers Boys and Girls Club</a>	Park Hill	3333 Holly St. Denver, CO 80207
<a href="#">Westside MEND</a>	Villa Park/Sun Valley	1100 Federal Blvd
Westwood Re:Vision	Westwood	3800 Morrison Rd, Denver, CO 80219

#### Evaluation, Outcome Measures and Deliverables

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will review and update, finalize, and implement an evaluation plan for the grant that will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

#### Participation in the Macro Evaluation

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Reporting Form (see the Reporting Section below). The grantee may also provide organizational and community input on Macro Evaluation activities and products (e.g., Theory of Change, Macro Evaluation plan, annual reports, etc.).

#### I. Performance Management and Reporting

##### A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) – **Healthy Food for Denver’s Kids** staff and/or designee.

The Grantee will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which grantee contractors are achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

##### B. Reporting



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The Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2023	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2023	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

### C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee's participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

#### I. Budget

##### A. Budget

The budget for this agreement is attached as an exhibit. All expenditures must:



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- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
  - Show strong fiscal responsibility
  - Limit indirect costs to 10%
- B. Indirect Cost Limit: The Grantee’s total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.
- **Examples of indirect costs include:** Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies **and equipment/technology**

#### II. Invoice

##### A. Invoice

A sample of the optional invoice template is attached as an exhibit.

#### III. Payments

- A. Invoices and reports shall be completed and submitted to the [HFDKinvoices@denvergov.org](mailto:HFDKinvoices@denvergov.org) email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.

#### IV. General Grant Requirements

##### **Funds for program(s) and activities must providing quality services for at least one of the following:**

1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
  - a. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.



## EXHIBIT A – Amendment03

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2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
  - a. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

#### **Additionally, programs must:**

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
  - All diet or regular sodas and sports/energy drinks
  - Flavored/added sugar milk
  - Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
  - Candy
  - Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
  - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

#### **Additional, grantees will be asked to:**

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered through HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

#### **V. Other**

***Grantee shall submit updated documents which are directly related to the delivery of services***

Additional document requirements that may be requested for this contract:

- A. Organizational Chart
- B. Updated Certificate of Insurance
- C. Reports and information for Program Evaluation, as required

## Exhibit B\_Amendment03

### Healthy Food for Denver's Kids Program Budget

<b>Organization Name</b>	Denver Food Rescue			
<b>Term</b>	HFDK01 Year 3			
<b>Request for Proposal Name</b>	Healthy Food for Denver's Kids			
<b>Budget Categories</b>				
<b>Food and Supplies</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>
NCGP supplies	Boxes, bags, tables, banners, packaging items, cooking devices for demonstrations, other necessities for running NCGPs	12	\$ 800.00	\$9,600.00
Local fresh food purchase	Food purchased for cooking demonstrations, SAN program lessons, and to supplement NCGP rescued food sources during periods of strikes, supply chain issues, or other disruptions	12	\$ 1,000.00	\$12,000.00
Home Cooking Kits for Self Sufficiency and Nutrition class participants	Home cooking kits- Youth completing the 8-week course will be provided an apron, cutting board, oven mitt, measuring spoons/cups, bowl set and food storage containers and recipe cards	200	\$ 25.00	\$5,000.00
Fresh Food Connect Mobile App maintenance	The cost of maintenance per year for app users to engage from any smart phone technology. Mainte	1	\$36,000.00	\$36,000.00
<b>Total Food and Supplies</b>				<b>\$62,600.00</b>
<b>Program Operating Expenses</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>
Food safety certification	ServSafe Handling Certificate for Youth Leaders and NCGP site leaders (anticipating 10 new people to use this in 2022-2023 term)	10	\$ 15.00	\$150.00

Food trailer and garage maintenance	Maintenance and supply costs for the bicycles, trailers, garage, and equipment related to food rescue, budgeted at \$675 per month based on previous year spending and projected spending	12	\$ 675.00	\$8,100.00
NCGP leader stewardship	Appreciation for NCGP leaders, which may include t-shirts, tote bags, small appreciation events, etc. based on participant feedback; budgeted at \$100 per NCGP	20	\$ 100.00	\$2,000.00
Partial Scholarships for Denver-based Fresh Food Connect operators	For operators working on food for Denver's kids and families, we will discount their annual app licensing fees as requested/needed and based on the organizations' budgets and capacity. This will allow us some flexibility to help them cover the licensing fee when needed	7	\$ 150.00	\$1,050.00
Volunteer stewardship	Appreciation for volunteers, which may include t-shirts, tote bags, small appreciation events, etc. based on participant feedback; budgeted at \$25 per each 250 active volunteers	250	\$ 25.00	\$6,250.00
<b>Total Operating Expenses</b>				<b>\$17,550.00</b>

**Personnel and Administrative Services**

**Salary Employees**

Position Title	Description of Work	Percent of Time	Salary + Fringe	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Chief Executive Officer	Leads DFR and devises top level strategies for programs	10%	\$ 80,000.00	\$8,000.00
Program Director	Initiating and setting goals for programs according to strategic development plans, supports NCGPs	50%	\$ 60,000.00	\$30,000.00
Program Manager	Responsible for ensuring that No Cost Grocery Program are managed	75%	\$ 50,000.00	\$37,500.00
Operations Manager	This role maintains relationships with food donors to ensure DFR has the highest quality rescued food for our No Cost Grocery Programs	40%	\$ 55,000.00	\$22,000.00
Development Director	Manages the daily activities of a non-profit organization's development and marketing programs. Maintains accurate data for all grant reporting Assists in the development of goals and strategies for all fundraising campaigns.	10%	\$ 65,000.00	\$6,500.00
Operations Outreach Coordinator	This position coordinates all community outreach for all programs including SNAP enrollment./ 24.04 40 hours 52 weeks	50%	\$ 50,000.00	\$25,000.00
Food Delivery	Part-time position responsible for driving any food that cannot be delivered by volunteers.	25%	\$ 10,080.00	\$2,520.00
Volunteer Manager	This role manages volunteers and the daily logistics of rescuing food for our No Cost Grocery Programs	30%	\$ 55,000.00	\$16,500.00
Fresh Food Connect Marketing Director's time for Denver partnerships	At least 6 hours/week will be spent by FFC national's Marketing Director on partnerships with Denver organizations that are focused on distributing food to Denver's kids and families. To help our Denver-based operations increase participation with Denver-based gardeners to increase the amount of food donated as well as youth participation in the garden, the marketing director will create outreach and marketing content and templates, create and monitor digital marketing campaigns, pursue earned media opportunities, and evaluate success of these outreach strategies ongoing. They support the partnership with all Denver operators plus Denver Urban Gardens and CSU.	15%	\$ 83,000.00	\$12,450.00

**Hourly Employees**



Community Leaders	The community Leaders will assist and support NCGP set up, cooking demonstrations and the food education program, after receiving training (20 community leaders working once per week for 3 hours, 50 weeks per year)	4000.00	\$ 18.00	\$72,000.00
Fresh Food Connect Youth Produce Acquisition Specialist	The Fresh Food Connect youth will pick up excess produce from local gardeners to deliver to NCGPs (3)	360	\$ 18.00	\$6,480.00
Translation services	On-site translation services during cooking demonstrations and other food education as needed as well as translation software for www.denverfoodrescue.org and communications - contracted through the Community Language Cooperative	200	\$ 50.00	\$10,000.00
Self-sufficiency And Nutrition facilitator	Instructor stipend, 2 people/5 hours per week/32 weeks (24 school year, 8 in summer); also 3 hours per week per facilitator for NCGP food demonstrations	300	\$ 30.00	\$9,000.00
Groundwork Denver Fresh Food Connect Youth Employees		0	\$ 16.50	\$0.00
Kaizen Food Rescue Fresh Food Connect Youth Employees		0	\$ 16.50	\$0.00
<b>Total Personnel Services</b>				<b>\$257,950.00</b>
<b>Other / Miscellaneous</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>
Evaluation	Gathering evaluation metrics, surveys, etc.	1	5000	\$5,000.00
<b>Total Other</b>				<b>\$5,000.00</b>
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>				<b>\$343,100.00</b>
<b>Indirect</b>				
<b>Item</b>	<b>Description</b>			<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>
10% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect			10% of Direct Costs
<b>TOTAL INDIRECT COSTS</b>				<b>\$34,310</b>
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>				<b>\$377,410</b>