

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 **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado nonprofit corporation, whose address is 3801 Martin Luther King Blvd., Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 19, 2022 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to update paragraph 7-Examination of Records and Audits, update paragraph 19-No Employment of Workers without Authorization, add paragraph 35-Compliance with Denver Wage Laws, and amend the budget exhibit.

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

1. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in

violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

2. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. [RESCINDED.]”

3. Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added as follows:

“35. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-Amendment 01 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-Amendment 01**.

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

6. 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.

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Contract Control Number:
Contractor Name:

ENVHL-202472126-01/ENVHL-202263787-01
Clayton Early Learning, Trustee, George W. Clayton Trust

By: Paula Smith

Name: Paula Smith
(please print)

Title: chief impact officer (CEO)
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B_Amendment 01

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum.

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget					
Organization Name	Clayton Early Learning				
Term	Year 2				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)				
Budget Categories					
Food and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Healthy food and produce for Clayton Cares Market Day(s)	Local, organic, whole, health foods available in the market weekly for children, families, and the community	Yes	96	\$ 6,000.00	176,578.98
Supplies for Clayton Cares Market Day(s)	Hygiene, safety, cleaning, and home supplies for children, families, and the community weekly	Yes	96	\$ 2,000.00	-
Groceries for families and community for cooking demos/classes	Providing activities as an extension of the curriculum to families and the community in their own homes to exploring health food preparation and engaging their young children in enjoying healthy food	Yes	100	\$ 50.00	5,000.00
Kitchen supply kit for family and community cooking demos/classes	Ensuring that families and community members have the cooking supplies/utensils needed in their homes to prepare a health meal	Yes	100	\$ 50.00	5,000.00
Grocery bags for Clayton Cares Market	To support families in carrying their groceries from the market safely regardless of what form of transportation they are using	Yes	500	\$ 5.00	-
Total Food and Supplies					\$186,578.98
Program Operating Expenses					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Cleaning service for Clayton Cares Market	To ensure safety and sanitation of the food and space on and between Clayton Cares Market Day (s)	Yes	1/week	\$ 100.00	4,800.00
Garden Sprinkler system service/updates	To support with the upkeep of the sprinkler system for the Curriculum lesson plans/activities and Family and Community Engagement Events	Yes	10	\$ 85.00	2,500.00
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring	Yes	12	\$ 100.00	1,200.00
Parent Incentives	Parent surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	Yes	100	\$ 55.00	1,375.00
Staff Incentives	Staff surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	Yes	50	\$ 55.00	1,375.00
Cookbook Printing	250 Copies of the cookbook in English and 250 copies of the cookbook in Spanish		500	\$ 10.00	-
Total Operating Expenses					\$11,250.00

Personnel and Administrative Services					
Salary Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Curriculum Coach Part Time	Serve as an advisor to teachers and administrators and is responsible for providing curriculum support for lesson plans, activities, assessments, and best practices	Yes		\$ 75,000.00	\$ -
Program Market Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	Yes		\$ 57,658.35	\$ 57,658.35
Wellness Initiatives Director	Supervises and supports the work of the Health & Wellness Manager, Kitchen Manager/Chef, pre-existing WIC/SNAP Dietetic service contract and relationship, CACFP in the Clayton Educare School.	Yes		\$ 125,400.00	\$ 125,400.00
Program Manager	Coordinates current day to day operations of the Clayton Cares Market Day. Will support Clayton Cares Market Coordinator with the expansion.	Yes		\$ 93,060.00	\$ 93,060.00
Research & Evaluation Director	Manages Data Collection, Develop and Manage Databases, Analysis, Reporting			\$ 112,200.00	\$ 44,880.00
Hourly Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
WIC/SNAP Dietetic Services	Support with recruitment of participants and facilitation of onsite WIC/SNAP appointments and benefits		4	\$ 25.00	\$ 2,400.00
Marketing/Development Consultant	Writing, copy editing, production management and marketing and promotions lead for curriculum.		200	\$ 100.00	\$ 15,000.00
Photographer/videographer	demonstrations. Total project estimate provided. Plus, custom photo shoots for each season. Estimates provided by Dressel-Martin Media at average of 2 hours per page, inclusive of illustrations and infographics, 12 additional pages for intro, table of contents and a thank you to all of our	Yes	-	\$ -	\$ 2,000.00
Graphic Designer		Yes	240 Hours	\$ 85.00	\$ -
Total Personnel Services					\$340,398.35
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
In-State Mileage	Travel for home-delivery of market goods	Yes	800	\$ 0.56	\$ 448.00
Spanish translation	Translation of curriculum	Yes	50000	\$ 0.30	\$ 5,000.00
Binders for Curriculum	Rate assumes wholesale/bulk purchase 144 two sized pages, 80lb text, three hole punched, four-season dividers, three unit subdividers, insertable cover and spine sheets, intro and table of content pages, index, plus binder assembly		200	\$ 7.50	\$ -
Printing of Curriculum			25	\$ 60.00	\$ -
Packaging and shipping	25 shipping boxes and estimated USPS rate for binders with curriculum		25	\$ 10.00	\$ -
Digital content distribution platform	For virtual curriculum distribution	Yes	1	\$ 1,500.00	\$ 3,000.00
Marketing and promotion of curriculum	Social media, direct mail, eblasts and flyers	Yes	-	\$ -	\$ -
Total Other					\$8,448.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$546,675.33
Indirect					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.				10%
TOTAL INDIRECT COSTS					\$54,667.53
TOTAL AMOUNT REQUESTED FROM HFDK					\$601,342.86
Total Contract Maximum Amount (August 1, 2022- July 31, 2024)					\$1,181,108.17