

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 **RE:VISION**, a Colorado nonprofit corporation, whose address is 3800 Morrison Road, Denver, Colorado 80219 (the “Consultant”), (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 14, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to update paragraph 18-notices, add paragraph 34-Compliance with Denver Wage Laws, and update the budget exhibit.

1. Section 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
201 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney’s Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

2. Section 34 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**.” is hereby added to the Agreement as follows:

“**34. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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.”

3. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B and B-1, Budget. Exhibit B-1** is attached and incorporated by reference herein.

4. As herein amended, 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 County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202579608-01-/ ENVHL-202368711-01
Contractor Name: REVISION

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:

ENVHL-202579608-01-/ ENVHL-202368711-01
REVISION

By: _____

Signed by:

Mariana del Hierro

86D38CABCF0B477...

Name: _____

Mariana del Hierro

(please print)

Title: _____

Executive Director

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

EXHIBIT B-1

Organization Name
Term
Request for Proposal Name
Item
Seeds A
Seeds B
Sponges, supplies
Vegetable seedlings
Tools
Irrigation system
Irrigation system Timers
Class supplies
Meeting food
Compost & Fertilizers
Item
Garden Activity materials
Training materials
Transportation
Youth Stipends
Xulinara Stipends
Marketing Materials
Class Materials
Salary Employees
Position Title
Executive Director
Re:Farm Program Director
Farm Manager
Operations Manager
Outreach Coordinator
Education Coordinator
Education Coordinator
Promotora Coordinator
Food Systems Coordinator
Hourly Employees

EXHIBIT B-1

Position Title
Farm Assistant 1
Farm Assistant 2
Promotoras
Youth Hydroponic Program Apprentices
Rototillers
Item
Name of Organization
Evaluation Center (CU-Anschutz)
Denver Health
Xatrucho - XULINARIA Guest Chefs & guest Lecturers
North High School
Denver School of Innovation and Sustainable Design
Denver Children's Advocacy Center
Item
Indirect rate (if applicable):
Total Contract Amount (August 1, 2023-Decen

EXHIBIT B-1

ReVision
Year 2 and 3 (August 1, 2024- December 31, 2025)
Healthy Food for Denver's Kids(HFDK04)
Description of Item
Seeds for urban farm and home gardens
Seeds -hydroponic apprenticeship
Supplies for urban farm and hydro (various)
Seedlings for Urban Farm and home
Farm tools (various)
Irrigation systems for urban farm and home gardens
Timers for irrigation systems, urban farm and home gardens
Additional food for kitchen classes - staple items not grown on the farm (flour,
Refreshments for community listening sessions and graduation for Semillas de
Compost and hydro fertilizers
Program
Description of Item
Activity booklets for K-5 garden program participants & craft materials
Editing and printing of new materials to refresh Promotoras to administer g
Transportation for program participants to activity sites and between DCAC and
Promotoras visiting homes
Stipends for successful participation in Semillas de Esperanza
Stipends for successful participation in Xulinaria prog
Marketing materials for garden program and Semillas de Esperanza
Curriculum Binders / printed materials for Semillas de Es
Personnel
Description of Work
Oversees the overall strategy of the collaborative and individual organization p
Coordinates family garden and community Champion Garden programs and ac
Coordinates all farm activities
Creates and oversees processes to support organizational logistics such as pers
Establishes Community Champion Gardens, manages Champion Garden comm
Delivers summer youth programming and supports with summer youth progr
Delivers summer youth programming and supports with summer youth progr
Oversees the Promotora team
Coordinates among distribution, farms

EXHIBIT B-1

Description of Work	
Farm Assistants supports the Farm Manager in all activities related to the urban	
Farm Assistants supports the Farm Manager in all activities related to the urban	
7 Promotoras to fully run Re:Vision’s family garden, champion garden, and No-	
Youth Apprentices to learn develop their own hydroponic business at RISE West	
Pre-season rototilling to prepare the farms for planting	
Other	
Description	
Item	
Contract Services	
Contract Services/Partner organization	
Contract Services	
Contract Services/Partner organization	
Contract Services/Partner organization	
Contract Services/Partner organization	
Description	
Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap c	
September 30, 2025)	

EXHIBIT B-1

Budget Categories		
Food and Supplies		
	Quantity	Per Item Cost
	1,000	\$ 9.00
	94	\$ 200.00
	3	\$ 1,500.00
	8	\$ 500.00
	225	\$ 25.00
	80	\$ 25.00
, butter, eggs) and cooking utensils	165	\$ 150.00
Esperanza and Xulinaria	25	\$ 250.00
	10	\$ 1,500.00
Total Food and Supplies		
Farm Operating Expenses		
	Quantity	Per Item Cost
for in garden activities	1800	\$ 5.00
garden program curriculum	2	\$ 750.00
d Re:VSION and travel stipend for	18	\$ 400.00
za program	60	\$ 400.00
gram	60	\$ 400.00
a Farmer's Market	4	\$ 1,312.50
peranza `	70	\$ 25.00
Total Operating Expenses		
Human Resources and Administrative Services		
	Percent of Time	Salary + Fringe Benefits
program, evaluates the	33%	211,792
tivities	65%	125,994
	58%	125,090
sonnel structures, reporting for	36%	127,135
unity site partnerships, and	40%	103,666
mming planning and logistics,	44%	90,028
mming planning and logistics	29%	72,604
	48%	99,630
	36%	89,222

EXHIBIT B-1

	Hours	Hourly Rate
n farm	2,111	29.00
n farm	1,183	24.00
Cost Grocery programs, and lead	9,505	29.00
stwood through	4,848	19.25
	200	21.75
Total Personnel Services		
her / Miscellaneous		
	Quantity	Per Item Cost
Total Other		
Subcontractors		
Description	Quantity	Per Item Cost
Evaluation and metrics		
See detailed sheet - patient outreach and enrollment, and evaluation		
Stipends for guest lecturers to teach students cooking and entrepreneurship across 4 cohorts		
Curriculum in school		
Curriculum in school		
Bilingual wellness and outreach coordinator, and bilingual community connector and bilingual family and child therapist		
Total Subcontractors		
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)		
Indirect		
escription		
on reimbursement for indirect costs or the organization's federally negotiated rate, based		
TOTAL INDIRECT COSTS		
TOTAL AMOUNT REQUESTED FROM HFDK		

EXHIBIT B-1

		Please Mark with an X each
Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$ 9,000.00	X	
\$ 18,700.00		
\$ 5,000.00		
\$ -	X	
\$ 3,750.00	X	
\$ 5,625.00	X	
\$ 2,000.00	X	
\$ 24,800.00	X	
\$ 6,125.00	X	
\$ 14,400.00	X	
\$89,400		
Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$ 9,000.00		
\$ 1,500.00		
\$ 7,200.00		
\$ 24,000.00		
\$ 24,000.00		
\$ 5,250.00		
\$ 1,750.00		
\$ 72,700.00		
Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$69,431	X	
\$81,691	X	
\$72,789	X	
\$45,281	X	
\$41,508	X	
\$39,244	X	
\$21,151	X	
\$48,082	X	
\$32,250	X	

EXHIBIT B-1

Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$61,220	X	
\$28,400	X	
\$275,640	X	
\$93,331		
\$4,350		
\$914,369		
Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$0		
\$0		
\$0		
\$0		
\$0		
\$0		
\$0		
Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2
\$40,000	X	
\$64,412	X	
\$18,000	X	
\$61,130		
\$64,500		
\$90,000		
\$0		
\$338,042		
\$1,414,511		
Total Amount Requested from Healthy Food for Denver's Kids Initiative		
\$141,451		
\$141,451		
\$1,555,962		
\$2,561,547.00		

EXHIBIT B-1

ch Priority
Priority Area
3
X
X
X
X
X
X
X
X
X
X
X
Priority Area
3
X
X
X
X
X
X
X
X
Priority Area
3
X
X
X
X
X
X
X
X
X

Salary + Fri

EXHIBIT B-1

Priority Area 3
X
X
Priority Area 3
Priority Area 3
X
X
X
X
X
X

\$89,620