

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a body corporate and political subdivision of the State of Colorado, with an address of 777 Grant Street, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated April 5, 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 extend the term, increase the maximum contract amount, 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, 2021** 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 by a written amendment to this Agreement for one (1) additional one (1) year term. 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:**” Subsection 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 **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$648,899.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

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

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

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

**Contract Control Number:** ENVHL-202264165-01 ENVHL-202160889-01  
**Contractor Name:** HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO

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:

\_\_\_\_\_

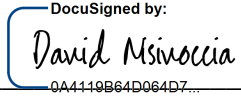
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By:

\_\_\_\_\_

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

ENVHL-202264165-01 ENVHL-202160889-01  
HOUSING AUTHORITY OF THE CITY AND  
COUNTY OF DENVER, COLORADO

By:  \_\_\_\_\_  
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Name: David Nisivoccia  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



## EXHIBIT A – Amendment01

### SCOPE OF WORK

#### I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the City and County of Denver’s Healthy Food for Denver’s Kids (“HFDK”) Initiative and Denver Housing Authority (DHA) (the “Grantee”). The Grantee has been awarded **\$310,233.00** in **Healthy Food for Denver’s Kids** funds for the grant term of August 01, 2022-July 31, 2023. The Grantee 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.

Denver Housing Authority (DHA) has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$338,666** for Term 1 (August 1, 2021 – July 31, 2022)
- **\$310,233** for Term 2 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$648,899**

#### II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:

**Nutrition and Healthy Cooking Classes** Nutrition and Healthy Cooking Classes will aim to change low-income families’ eating habits through education. Our experienced team of chefs and nutritionists will provide six individualized classes each year. The curriculum, aimed at educating whole families, will include: diet-related health conditions, food groups/balanced diets, understanding food labels, healthy freezer meals, cooking one-pot meals, cooking with kids, and healthy snacks. We currently provide Nutrition and Healthy Cooking Classes in the Mariposa District through Mile High 360. Under this program, we have conducted 6 family cooking classes, serving 13 – 16 families per class and 14 nutrition classes, serving 13 – 16 students per class. Using a proven and successful curriculum established in Mariposa, DHA and YEA will expand these classes, offering 12 families (approximately 48 individuals) from the low- and very low-income Sun Valley affordable housing units will participate in each class. We will encourage each participating family to attend at least two sessions each year. We expect to serve up to 50 unique youth annually. The program will encourage participants to bring their own diverse cultural foods and experiences to the classes. Our chef will work with families to co-create ways to make their ethnic foods healthier while preserving their authenticity. The program will collect families’ recipes and share them with the participants to encourage cross-cultural exchange. Each family will receive meal kits including ingredients and recipes so they can prepare and enjoy the meal together without an added financial burden. Classes will be held at the Osage Kitchen in Mariposa or at Sun Valley Kitchen, one of our community partners. Recruitment



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### SCOPE OF WORK

efforts will include both social media posts and flyers (translated as determined by need) with detailed information including dates, times, and locations. DHA site coordinators will distribute the flyers door-to-door in DHA communities and to the broader community.

**Healthy Snacks at Decatur Fresh and Osage Café and Mercado:** DHA and YEA’s second strategy for addressing food insecurity is to provide youth immediate access to healthy and nutritious meals and snacks, distributed at Decatur Fresh, a social enterprise marketplace that opened in November 2021 and at the Osage Café & Mercado, opening in May 2022. We will provide snacks after school and on the weekends when youth do not receive meals from school or other local partners who provide meals and snacks during the week (Sun Valley Kitchen, Sun Valley Youth Center, Sun Valley People’s Center, Youth on Record, and Mile High 360). Many children rely on free or reduced-price meals at school and go hungry during the weekends and summers. Currently, 168 youth live in the Sun Valley housing developments, with an additional 1,500 youth living in the surrounding Westwood, Columbine, and Westridge developments, and we plan to serve any youth 18 years old and younger who requests food regardless of where they live. We anticipate another 200+ youth moving into the Sun Valley Neighborhood between January and March of 2023. We will work across DHA departments, including the Resident and Community Services (RCS) Service Coordinator and Local Resident Council (LRC) programs to further connect youth with healthy meals. To eliminate waste, the program will center choice—each youth will choose their snack. Each snack will consist of three food groups: fruits, vegetables, and grains and/or protein. We will share information about this program via social media, school liaisons, community connectors, local partners, and at various events throughout the year at Decatur Fresh and the Osage Café & Mercado.

**Youth-Led “Vegetable Artscape” Project.** DHA is currently in the process of a large-scale transformation effort in the Sun Valley Neighborhood, that includes new park space, an enhanced urban farm, and increased access to healthy food. The Denver Botanic Gardens currently operates the Sun Valley Grow Garden that produces around 4,000 lbs. of vegetables annually to be distributed to the larger neighborhood. The transformation project includes an 11-acre riverfront park with multiple educational art and cultural pathways connecting the neighborhood to the park. For this project, youth will work with a local artist to highlight some of the vegetables that are being grown in the Sun Valley Neighborhood. Youth will work with the Denver Botanic Gardens to learn about the urban farming process, what vegetables are being grown in the neighborhood, how the farming supports the culturally diversity of the neighborhood. Youth will develop designs for the educational art and cultural pathway leading to the garden to highlight the food, the nutritional relevancy and how it relates to the community. This project will take place during the summer of 2023 and all youth will be paid for their time, another



## EXHIBIT A – Amendment01

### SCOPE OF WORK

strategy to alleviate hunger for participating youth while also providing them with work experience. We will recruit participants with social media, flyers, and outreach at local schools. We will provide healthy snacks to all participants during the project.

All three programs will culminate with an annual harvest and food festival organized in partnership with community partners including Sun Valley Kitchen, Denver Botanic Gardens, Denver Urban Gardens, Mercy Housing, Sun Valley Youth Center, and Fairview Elementary School. During this event, youth and their families will learn about the whole cycle of planning an urban garden, growing and harvesting food, and cooking healthy meals, including witnessing a cooking demonstration with locally grown vegetables. All attendees will go home with new recipes and healthy eating tips.

In total, the three programs will serve 220 unique youth.

**Case Manager** - The case manager will be supporting the outreach and recruitment of youth and families for the workshops, tracking youth and families throughout the program and providing on-going supportive services to the youth and families participating in the various programmatic elements. The case manager will help to connect families to necessary food programs, including SNAP applications, WIC, school meals, Food Bank of the Rockies, etc. They will be supporting the pre and post evaluation process to help track and ensure grantee is meeting grant outcomes. This position will be part time (20 hrs/week).

#### **B. Implementation and Timeline:**

Youth and family recruitment for the snacks and nutrition classes will continue throughout the summer of 2022 and into 2023. We will host six sessions per year. We will recruit 15 families total to participate in the programming. Overall, we aim to serve sixty-five participants, with 50 of those individuals being youth. The classes will be held on once per month at a time of day that is accessible for most families.

Free healthy snacks will continue with outreach to the neighborhood through signage, flyers, neighborhood newsletters, and neighborhood association meetings. We will offer snacks after school Monday through Friday and on Saturdays. The number of snacks distributed will increase during the summer months. We will work with the Service Coordinators and LRCs to further share information about the healthy meals and encourage ongoing participation.

Lastly, our youth will be working with a local artist and with Denver Botanic Gardens to highlight some of the vegetables that are being grown in the Sun Valley Grow Garden. The youth will develop designs for the educational art and cultural pathway leading to the garden and will highlight nutritious foods. The project will take place



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from May to July 2023. We will recruit 20 youth participants from DHA housing sites and adjacent communities to participate in the program.

#### **Program Locations:**

C. The program will be taking place at the following locations:

- Osage Kitchen – 1099 Osage St.
- Osage Café & Mercado- 1015 Osage St.
- Decatur Fresh – 995 Decatur St.
- Sun Valley Kitchen - 1260 Decatur St.
- Arts Street – 1079 Osage St.

#### **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.).

### **III. Performance Management and Reporting**

#### **A. Performance Management**





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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

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.	February 1-15, 2023	Submitted through the Reporting Form



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## EXHIBIT A – Amendment01

### SCOPE OF WORK

	Additional narrative description of successes and challenges.		
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.

#### II. Budget

##### A. Budget

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

- 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



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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**

#### III. Invoice

##### A. Invoice

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

#### IV. 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.

#### V. 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



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### SCOPE OF WORK

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.

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.

#### **VI. Other**



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## **EXHIBIT A – Amendment01**

### **SCOPE OF WORK**

***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 - Amendment 01

Healthy Food for Denver's Kids Program Budget					
Organization Name	Denver Housing Authority				
Term	Year 2				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK02)				
<b>Budget Categories</b>					
<b>Food and Supplies</b>					
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 Snacks Provided at Decatur Fresh and Osage Café and Mercado	The snack will include fruit, vegetable, whole grain/protein, and low fat dairy	Yes	15,600	\$ 10.00	\$156,000.00
Meal Kits for Nutrition Classes	The meal kit will include ingredients to prepare a healthy meal for an entire family for the duration of the class.	Yes	100	\$ 30.00	\$3,000.00
<b>Total Food and Supplies</b>					<b>\$159,000.00</b>
<b>Program Operating Expenses</b>					
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
Stipends	Youth working on the vegetable artscape	Yes	20	\$ 500.00	\$10,000.00
Art Supplies and Materials	supplies and fabrication for the vegetable artscape	Yes	20	\$ 100.00	\$2,000.00
Ingredients	Used for nutrition and cooking classes	Yes	6	\$ 100.00	\$600.00
Tools and Utensils	Used for nutrition and cooking classes	Yes	30	\$ 35.00	\$1,050.00
Food Containers	Packaging of snacks, meal kits, meals	Yes	15,700	\$ 0.25	\$3,925.00
<b>Total Operating Expenses</b>					<b>\$17,575.00</b>
<b>Personnel and Administrative Services</b>					
<b>Salary Employees</b>					
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
Decatur Fresh Employee	Maintain inventory, ensure availability of food for youth pick up, organize the pick-up	Yes	100%	\$ 42,000.00	\$42,000.00
Nutritional Instructor	Curriculum development, teaching, meal kits preparation	Yes	50%	\$ 61,800.00	\$30,900.00
Case Manager	Recruitment, follow-up, assessments, referrals	Yes	50%	\$ 56,650.00	\$28,325.00
<b>Total Personnel Services</b>					<b>\$101,225.00</b>
<b>Other / Miscellaneous</b>					
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
Office Supplies	Pens and notebooks for the nutritional class participants	Yes	15	\$ 10.00	\$150.00
Marketing Materials	Flyers, printing, outreach	Yes	1	\$ 2,000.00	\$2,000.00
Transportation	Mileage and gas	Yes	104	\$ 20.00	\$2,080.00
<b>Total Other</b>					<b>\$4,230.00</b>
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>					<b>\$282,030.00</b>
<b>Indirect</b>					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	7%				\$19,742.10
Evaluation	3% - build on baseline survey and develop a more in-depth evaluation tool to understand how each program is supporting healthy food options for youth and family in the neighborhood. Includes pre and post assessments for the edible artscape program and pre and post assessments for all of our nutritional classes				\$8,460.90

TOTAL INDIRECT COSTS	\$28,203
TOTAL AMOUNT REQUESTED FROM HFDK	\$310,233

Total Cumulative Contract Amount (August 1, 2021-July 31, 2023) \$648,899