

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER URBAN GARDENS**, a Colorado non-profit corporation, with its principal place of business located at 1031 33rd Street, Suite 100, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 4, 2020, and an Amendatory Agreement dated October 1, 2021, (collectively, 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, 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”). 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 **ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS**

(\$1,235,225.00) (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** and **Exhibit A-Amendment01** are hereby deleted in its entirety and replaced with **Exhibit A-Amendment02 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-Amendment01** are changed to **Exhibit A-Amendment02**.

6. **Exhibit B** and **Exhibit B-Amendment01** are hereby deleted in its entirety and replaced with **Exhibit B-Amendment02 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** and **Exhibit B-Amendment01** are changed to **Exhibit B-Amendment02**.

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

8. This Second 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-202264022-02 / ENVHL-202055206-02
Contractor Name: DENVER URBAN GARDENS

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-202264022-02 / ENVHL-202055206-02
DENVER URBAN GARDENS

By: _____
DocuSigned by:

3F846AD2EE29437...

Name: _____
Linda Appel Lipsius
(please print)

Title: _____
Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A – Amendment02

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 Urban Gardens (“DUG”). DUG 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 Urban Gardens has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$426,515** for Term 1 (August 1, 2020 – July 31, 2021)
- **\$363,257** for Term 2 (August 1, 2021 – July 31, 2022)
- **\$445,453** for Term 3 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$1,235,225**

II. Program Services and Descriptions

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

While DUG’s programming will not change for Term 3 of HFDK funding, in order to maximize greater impact, DUG will strategically expand its focus of engagement from an exclusively school-centric approach to include a garden-centric/community one. DUG’s 190 Community Gardens intersect families, children, neighborhoods, community organizations, and schools—making gardens the place where children can learn about a diverse range of produce and how to grow their own food, harvest it, prepare it and eat it for healthier well-being.

We are making this shift for two major reasons:

1. We recognize the challenges schools are facing due to the pandemic and that these challenges will continue into next school year
2. These challenges present an opportunity for DUG to leverage its strongest asset—that of the DUG Community Gardens and the 33 acres of thriving urban green space to grow food in community outdoors and to leverage this in our programming and impact for families
3. By taking a garden-centric approach, we can more effectively serve and support kids 12 months a year, continuing the connection through the critical summer months.

Programming will consist of the current menu of DUG programming: workshops, workdays, parent-child trainings, social gatherings for cooking, and community events. These programs will take place within the network of 100+ DUG Community Gardens in Denver as well as at Denver Public Schools and community organization sites. Our intent with this shift is to make deeper connections within communities, not just within schools, but also within the gardens, especially in areas of the city where there are larger



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populations of refugee and immigrant families. Organizations such as IRC and community liaisons within neighborhoods and schools will help DUG connect with parents and children through trusted contacts and organizations where they live. Furthermore, leveraging DUG’s robust schedule of community composting training programs happening across our network of gardens, our educators will extend that engagement by providing programming and gardening opportunities for families within those DUG garden communities.

DUG’s programming will focus on four areas:

1. **Youth:** Garden and nutrition education across age levels at schools, in the garden, and in community.
2. **Grow a Garden Program:** Gardening kits containing seeds and seedlings for families to grow their own food. HFDK funds will allow DUG to target efforts in providing Grow a Garden kits to families with children in lower resourced neighborhoods.
3. **Community Programming for Families:** Programs to support families during the gardening season in support of growing their own food and creating positive experiences for their children related to gardening within DUG Community Gardens and at home.
4. **Garden Activation:** Providing support for 9 DUG community gardens to ensure a productive growing season. These DUG gardens can be school-based ones in Denver or in areas where there are a larger number of families participating in the gardens. On the ground support helps to inform what needs there are at a given garden and resources (educational, tools, materials, community support). We have found that with a higher level of DUG and Garden Leader support at garden level, engagement and yield goes up significantly.

Our programming partners include Slow Food Denver and An Ounce of Nutrition. We will serve students in Denver Public Schools, neighborhood community organizations, and families within the DUG network of community gardens. We will also partner with Denver Botanic Gardens in providing outreach programs to an additional four Title I Denver Public Schools.

ATTENDANCE BY CATEGORY

| PROGRAM CATEGORY | PROGRAMMING | PARTNERS | ATTENDANCE (PROJ) |
|------------------|-----------------------|-----------------------------|--|
| YOUTH | ECE: DUG Outreach | DPS, Denver Botanic Gardens | 500 students, 18 schools and DUG Gardens |
| | Elem: Cooking classes | Slow Food Denver, DPS | 250 students, 5 schools |
| | HS: Food Justice | An Ounce of Nutrition, DPS | 175 students |



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THE MILE HIGH CITY

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| | HS: DUG Internship | Boys & Girls Club of Denver | 8 students |
| GROW A GARDEN | Seed/Seedling Kits | Various | 80 families, 250 children |
| COMMUNITY PROGRAMS | Programming and community outreach in support of families during the gardening season | Various community organizations and Grow a Garden participants | 60 families, 250 children |
| DENVER-BASED DUG COMMUNITY GARDENS | Providing support for DUG community gardens for the growing season | DUG network of gardens, garden leaders and Grow a Garden participants | 9 DUG Community Gardens in Denver (school-based or in neighborhoods with young families) |

Total projected attendance: 1800.

DUG will focus on areas of the city that are noted in the 2019 Child Well-Being Index with a high degree of societal and systemic problems.

School Garden Community of Practice Co-Facilitation

DUG will co-lead (in partnership with another grantee) a community of practice for HFDK grantees involved in school garden programming. Co-leading the community of practice will include planning content, coordinating logistics, convening grantees, facilitating sessions, and following up on a regular cadence (e.g., monthly or another cadence agreed upon by participants) for grantee meetings (either virtual or in-person) for the duration of this grant term. DUG will tailor the content of the community of practice based on participant needs and interests. Topics of discussion and areas for mutual support/collaboration could include the following: maintaining school gardens, providing training for educators, connecting the garden to the school cafeteria, designing/building garden sites, integrating gardens into school and district culture, mobilizing volunteer/community support, sustaining/funding programs, providing staffing, publishing or providing curriculum, advocating for school policies, running regional events and communications. DUG will report back to HFDK staff about the progress of the community of practice twice in the course of the grant term (at six months and at one year).

B. Roles:

- **Healthy Food for Denver's Kids program manager:** Responsible for coordination, development, reporting and management of all activities tied to Healthy Food for Denver's Kids project; and training and overseeing DUG education staff.
- **Bilingual Program Coordinator:** Acts as liaison for Spanish speaking communities and educators, develops and delivers youth and family programs in garden education, cooking and nutrition, supports translation and interpretation needs



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- **Youth Educators:** Responsible for implementing educational programs, participating in curriculum and DEI trainings. This includes our Senior Educator Specialist, Youth Education Coordinator and seasonal education staff.
- **Equity & Food Access Coordinator:** Responsible for supporting food access and food education programming and outreach related to Grow-a-Garden, engaging and supporting community members facing food insecurity within the Grow a Garden program.
- **DUG Corps Leads:** Responsible for on-the-ground support for gardens and gardeners in an effort to create thriving, equitable gardens within the DUG network with a focus on the least resourced DUG gardens

C. Program Locations:

The program activities may take place at the following locations, including but not limited to:

| Location Name | Address |
|--|--|
| Fairview Elementary School and DUG Garden | 2715 W 11th Ave, Denver, CO 80204 |
| Maxwell Elementary and DUG Garden | 14390 Bolling Dr, Denver, CO 80239 |
| Escuela Valdez Elementary and DUG Garden | 2525 W. 29th Ave, Denver, CO 80211 |
| El Oasis de Lorraine DUG Garden/Focus Points | 2501 E. 48th Ave., Denver CO 80216 |
| Johnson Elementary School and DUG Garden | 1850 S Irving St, Denver, CO 80219 |
| Denver Green School Southwest and DUG Garden | 6700 E Virginia Ave, Denver, CO 80224 |
| Goldrick Elementary School and DUG Garden | 1050 S Zuni St, Denver, CO 80223 |
| Ellis Elementary School and DUG Garden | 1651 S Dahlia St, Denver, CO 80222 |
| McMeen Elementary School and DUG Garden | 1000 S Holly St, Denver, CO 80246 |
| Strive Prep-SMART | 2480 W 26th Ave B 360, Denver CO 80211 |
| Cheltenham Elementary School and DUG Garden | 1580 Julian St, Denver, CO 80204 |



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| Clayton Early Childhood Center | 3801 Martin Luther King Jr Blvd, Denver 80205 |
| Columbine Elementary | 2540 E 29 th Ave, Denver, CO 80205 |

I. Implementation and Timeline Timeline

| Period | Key Milestones | Notes |
|-----------------|---|--|
| Qtr 1 (Aug-Oct) | <ul style="list-style-type: none"> ● Establish and define measures with evaluator ● Deliver ECE classes with focus on 8-teacher cohort in DPS in addition to schools in partnership with Denver Botanic Gardens ● Fall cooking classes with Slow Food Denver ● High School Food Justice Course begins in partnership with An Ounce of Nutrition at Strive Prep-SMART ● Establish at minimum 3 community organizations to partner and support families within those communities through DUG's Grow a Garden program and Composting Education Programs | <ul style="list-style-type: none"> ● Emphasis on coordination with partners and delivery of fall programming |
| Qtr 2 (Nov-Jan) | <ul style="list-style-type: none"> ● Further establish community connections and outreach related to Grow a Garden ● Continued delivery of Youth Programs | <ul style="list-style-type: none"> ● Emphasis on delivery of programs, planning for spring programming and community building |



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| Qtr 3 (Feb-Apr) | <ul style="list-style-type: none"> ● Grow a Garden programming and delivery ● Spring gardening with ECE classes, elementary schools ● Teacher training related to spring gardening ● Food Justice Course: Student-directed community projects begin—support students in their plans ● Family programming via Grow a Garden related to garden education ● Planning for summer internships | <ul style="list-style-type: none"> ● Emphasis on spring program delivery and prep for summer |
| Qtr 4 (May-Jul) | <ul style="list-style-type: none"> ● Summer Internship program ● Plans for next school year ● Garden-based programming! In-person Summer workshops at a micro-network level ● Intergenerational teaching and learning at a garden level. | <ul style="list-style-type: none"> ● Emphasis on summer interns, delivery of summer programs and planning for next school year |

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



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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

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 |



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| 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 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



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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. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

IV. Invoice

A. Invoice

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

V. Payments

- A. Invoices and reports shall be completed and submitted to the 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. Invoices shall be processed with immediate payment terms.

VI. 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.
2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating



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- 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.

VII. 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_Amendment02 | | | | |
|---------------------------------------|---|-----------------|-----------------|---|
| Organization Name | Denver Urban Gardens | | | |
| Term | Year 3 | | | |
| Request for Proposal Name | Healthy Food for Denver's Kids | | | |
| Budget Categories | | | | |
| Food and Supplies | | | | |
| Item | Description of Item | Quantity | Per Item Cost | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Community Events: Food & Supplies | Supporting community events for families in gardening, food education, garden-based learning, and cooking | 12 | \$ 300.00 | \$3,600.00 |
| Youth Programming: Food & Supplies | Supporting youth programming at schools, gardens and community venues in gardening, garden-based learning, food education and cooking | 80 | \$ 50.00 | \$4,000.00 |
| Food Access: Grow a Garden Program | 80 families supporting with seeds, seedlings and education | 80 | \$ 125.00 | \$10,000.00 |
| Summer garden activation | Seeds, seedlings, and garden upgrades to increase yield production at 9 Denver DUG Community Gardens in underresourced neighborhoods | 9 | \$ 1,800.00 | \$16,200.00 |
| Total Food and Supplies | | | | \$33,800.00 |
| Program Operating Expenses | | | | |
| Item | Description of Item | Quantity | Per Item Cost | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Community Program Operating Expenses | Materials, tools, development, and support for community programming for families and communities | 12 | \$ 150.00 | \$1,800.00 |
| Youth Programming Operating Expenses | Materials, tools, and development of youth programming in schools, community venues | 80 | \$ 100.00 | \$8,000.00 |
| Food Access Operating Expenses | Materials, tools and development of food access programming for families in community venues, schools | 80 | \$ 100.00 | \$8,000.00 |
| Mileage | Mileage for travel to schools and other venues | 10 | \$ 150.00 | \$1,500.00 |
| Total Operating Expenses | | | | \$19,300.00 |
| 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 |
| HFDK Program Manager | Oversight, coordination and management of all activities tied to HFDK project | 100% | \$ 84,320.00 | \$84,320.00 |
| Bilingual Program Coordinator | Acts as liaison for Spanish speaking communities and educators, develops and delivers youth and family programs in garden education, cooking and nutrition, supports translation and interpretation needs | 100% | \$ 55,800.00 | \$55,800.00 |
| Youth Education Specialist | Implementation of youth programming and training of seasonal staff, program development | 50% | \$ 80,600.00 | \$40,300.00 |
| Youth Education Coordinator | Responsible for implementing educational programs, participating in curriculum and DEI trainings. | 50% | \$59,520.00 | \$29,760.00 |
| Food Access & Equity Coordinator | Responsible for supporting food access and food education programming and outreach related to Grow-a-Garden, engaging and supporting community members facing food insecurity within the Grow | 50% | \$49,600.00 | \$24,800.00 |
| DUG Corps Lead | Responsible for on-the-ground support for gardens and gardeners in an effort to create thriving, equitable gardens within the DUG network with a focus on the least resourced DUG | 50% | \$62,000.00 | \$31,000.00 |
| Hourly Employees | | | | |
| Position Title | Description of Work | Hours | Hourly Rate | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Seasonal DUG Corps | Seasonal Garden Infrastructure & Maintenance support: Ensure highest yield of food production and maintenance of gardens, in particular to under-resourced Denver gardens | 983 | \$ 19.00 | \$18,677.00 |
| Total Personnel Services | | | | \$284,657.00 |

| Other / Miscellaneous | | | | |
|--|---|---|---------------|---|
| Item | Description | Quantity | Per Item Cost | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Interpretation/Translation/Signage | Program related interpretation, translation, including Spanish translation of ECE curriculum | 1 | \$ 8,000.00 | \$8,000.00 |
| Social media/Communications | Promoting and communicating to audiences | 2 | \$ 3,000.00 | \$6,000.00 |
| Evaluation | Program evaluation, community input and feedback | 1 | \$ 6,000.00 | \$6,000.00 |
| Video Content Development | Educational video content | 4 | \$ 2,000.00 | \$8,000.00 |
| An Ounce of Nutrition | Staffing and curriculum support for year-long food justice course at Strive Prep SMART High school. | 1 | \$ 30,000.00 | \$30,000.00 |
| Museum of Food & Culture | Curriculum development & delivery of food tasting programming | 1 | \$ 5,000.00 | \$5,000.00 |
| Community of Practice Facilitation | Meeting facilitation, prep and follow up at 10 hours per meeting @ \$35/hour | 12 | \$ 350.00 | \$4,200.00 |
| Total Other | | | | \$67,200.00 |
| TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other) | | | | \$404,957.00 |
| Indirect | | | | |
| Item | Description | Total Amount Requested from Healthy Food for Denver's Kids Initiative | | |
| 10% Indirect rate (if applicable): | Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget. | 10% of Direct Costs | | |
| TOTAL INDIRECT COSTS | | | | \$40,496 |
| TOTAL AMOUNT REQUESTED FROM HFDK | | | | \$445,453 |

Total Contract Maximum Amount (August 1, 2020- July 31, 2023)

\$1,235,225.00