

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 **DENVER URBAN GARDENS**, a Colorado nonprofit corporation, whose address 1031 33rd Street, Suite 100, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 27, 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 extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records and Audits, update paragraph 9-Insurance, subparagraphs c and g, add paragraph 34-Compliance with Denver Wage Laws, amend the scope of work exhibit, update the budget exhibit.

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, 2023**, and will expire on **December 31, 2027**, (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. 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.** entitled “**Maximum Contract Amount:**”, sub-subsection **(1)** 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 **FIVE MILLION ONE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS AND NO CENTS**

(\$5,192,372.00) (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 7 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS:**” 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 audit 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.”

4. Section 9 of the Agreement entitled “**INSURANCE:**”, subsection **c.** is hereby deleted in its entirety and replaced with:

“**c. Additional Insureds:** For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Contractor and subconsultant’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.”

5. Section 9 of the Agreement entitled “**INSURANCE:**”, subsection **g.** is hereby deleted in its entirety and replaced with:

“**g. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and

property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.”

6. 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 Contractor 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 80223

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.”

7. 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 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.”

8. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-Amendment 01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-Amendment 01**.

9. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B and Exhibit B-Amendment 01. Exhibit B-Amendment 01** is attached and incorporated by reference herein.

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

11. 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-202581542-01/ENVHL-202369076-01
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-202581542-01/ ENVHL-202369076-01
DENVER URBAN GARDENS

By:  _____

Name: Nessa Mogharreban
(please print)

Title: Interim Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A_AMENDMENT 01

SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and Denver Urban Gardens (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment 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:

- **\$3,461,582.00** for Term 1 (August 1, 2023 – December 31, 2025)
- **\$1,730,790.00** for Term 2 (January 1, 2026-December 31, 2027)
- Cumulative Maximum Contract Amount: **\$5,192,372.00**

II. Program Services and Descriptions

The Provider will be granted funds to provide the following services:

Priority Area 1. Nutritious Food Access and Security

Seed to Plate to Regenerate (SPR) directly aligns with this priority area by not only providing nutritious food to thousands of youth in Denver, but also through innovative and engaging opportunities for children to grow, learn about, and cook healthy food. Collectively and independently, all three partner organizations are working to increase nutritious food access and security in the following ways:

- Denver Urban Gardens (DUG) approaches food access through three interconnected strategies to support youth, families, and communities. Our school gardens provide spaces where students can grow, harvest, and share produce while learning practical skills that strengthen household food security. Additionally, our Food Forest Initiative builds on this work by planting fruit trees and edible bushes in school gardens and underutilized land to create long-term, freely accessible food sources for under-resourced neighborhoods. Finally, the Grow a Garden program annually provides families and educators with free/ low-cost seeds, seedlings, and growing education. In 2024, an estimated 89,575 pounds of food were grown through DUG’s food access programming.
- We Don’t Waste (WDW) collects quality, unused food from over 300 food providers and then distributes this food through its own Mobile Food Markets throughout the Denver metro area and through partnerships with over 100 nonprofit agencies and schools serving food-insecure individuals, including 45 specifically serving Denver’s youth. In 2024, WDW provided over 24 million servings of food to food-insecure



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families and individuals, 70% of which was distributed in Denver County. Over 60% of distributed food consisted of nutritious produce, dairy products, protein, and healthy grains.

- Slow Food Denver (SFD) provides cooking and taste education classes, with participants receiving a meal that has been prepared together. SFD's Seed to Plate program works to increase children's consumption of fresh fruits and vegetables through garden stewardship and cooking with fresh, nutrient-dense ingredients in class. In 2024, SFD taught 988 classes reaching 2,805 students. SFD provided 3,614 pounds of produce for Seed to Plate cooking classes to serve 11,623 whole foods-based meals created by the participants. Beyond the classes served through SPR, SFD will be offering Seed to Plate at additional Title I schools throughout Denver with invitations to both WDW and DUG to be included in some of these classes.
- We Don't Waste moved into their new facility in November 2023. The new building, located in Northeast Park Hill, includes increased food storage capacity, an educational classroom, a prep/teaching kitchen, and land for future composting and gardening programs. The new facility provides additional opportunities for collaboration between the three partner organizations. As an example, Slow Food Denver will be utilizing the now-completed WDW kitchen space for an upcoming canning and pickling workshop. WDW expects that this will be the first of many times that Slow Food Denver will utilize the kitchen. Additionally, WDW staff are utilizing the kitchen for classes and workshops with youth and adults alike.

Priority Area 2. Increasing participation in Federal Nutrition Assistance Programs

We Don't Waste historically had partner organizations including Lifespan Locals/ Benefits in Action, and Frontline Farming, providing SNAP outreach at select Mobile Food Market locations in the Mar Lee and Villa Park neighborhoods. This work slowed down over the last grant period and has now stopped. We believe that this is due to SNAP outreach funding cuts but hope that the state legislature will find a way to fund this important work in the future.

Priority Area 3. Food and Nutrition Education

Research conducted by the USDA found that food-related education results in healthier behaviors and a greater willingness to purchase and eat healthier food. With this in mind, SPR currently provides food systems education at 5 elementary Denver Public Schools (DPS), prioritizing schools with existing DUG gardens. Capitalizing on each organization's expertise and strengths, the continuation of the SPR program will increase the depth and breadth of impact on school communities by providing students with hands-on activities related to gardening, cooking and food tasting, nutrition, composting, and food waste reduction. Activities will include garden-based learning experiences, cooking classes, school-wide food waste audit programs, food distribution, and after-school programming (i.e., gardening clubs).

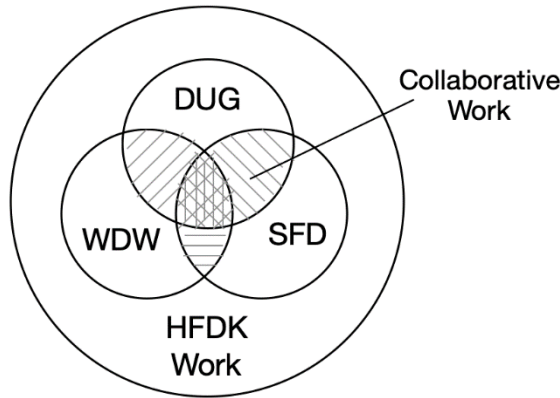
DUG, WDW, and SFD will continue to work closely with partner school contacts to provide tailored curriculum that best fits the interests, capabilities, and needs of the school and/or



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particular classroom. Each partner will work independently and collaboratively in providing unique and interactive activities for students to cultivate a holistic understanding of food systems, from seed to waste, so that students can learn to appreciate nutritious food, eat healthier, and reduce food waste. Ultimately, students will take this valuable information home to their parents so the entire family can benefit as well. In addition to these five focus schools, each organization partners with other Denver County schools to provide food-based education with a plan to continue deepening the collaboration in lessons at other schools.



Through **SPR**, it is DUG, WDW, and SFD’s intent to make a 6-year commitment to each school partner, ensuring students receive a continuum of programming throughout their elementary school years. Examples of this programming includes:

- DUG’s garden-based education introduces children and teachers to gardens as spaces for learning, play, and skill development. Children plant seeds, watch them grow, and explore how food waste breaks down into the rich soil that sustains new plants. At each SPR partner school, DUG also provides teacher training to help educators become familiar with their garden and develop practical strategies for integrating it into classroom learning throughout the year.
- SFD’s Seed to Plate education program provides tasting and cooking workshops for students that nourish lifelong healthy eating habits by making the connection between where food comes from and how it is prepared. Food from the school’s DUG garden (and food forests, when matured) can be utilized, and WDW can overlay nutrition and food waste education directly related to the workshop’s tasting and recipe.
- WDW’s Kids Don’t Waste food waste and nutrition education programs provide engaging workshops for students so they can learn about the correlations among food waste, the environment, healthy eating, and food security. SFD can provide recipes to reinforce the importance of fresh produce, and samples from the DUG garden can be distributed.
- WDW and SFD can bring their classroom experiences to the DUG garden, where they can gain firsthand experience about where food comes from, the benefits of eating fresh produce, how to use the entire vegetable when cooking to avoid waste, and composting.



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- WDW food waste audits engage the entire student population by collecting and measuring students' food waste and finding out why food is being thrown away. Through this activity, students can also learn about composting and how this can benefit DUG gardens.
- New this year, WDW will be supplying rescued food ingredients for SFD's Seed to Plate classes. This partnership expansion will create a new stream of distribution for WDW's recovered food while simultaneously reducing costs for SFD's classes and providing a unique opportunity to educate youth about food rescue and reducing food waste.
- In addition to in-school collaboration with DUG and SFD, WDW's facility (kitchen, classroom, land) provides unique collaborative opportunities for all three organizations to expand their food-education programs beyond the classroom. The land is still in the planning phase of development, however WDW has hired an architect to begin the design process. As mentioned above, SFD will use WDW's kitchen for workshops and classes.

Additionally, as this dynamic partnership has progressed, there have been opportunities for collaborative programming to extend beyond the classroom and into the community. Some examples of this from the previous grant period include, DUG providing information about composting in Denver and Grow a Garden Kits at WDW Mobile Food Markets, WDW providing rescued food to SFD for classes, and all three organizations planning and hosting a free, family-focused food cycle event for Denver residents at DUG's event space and Horsebarn garden. Moving forward, we are excited to collaborate on more joint programming that demonstrates the food cycle and plays to the strength of each organization with activities and engagement touchpoints for kids and adults alike.

The following partners will be instrumental in the success of this grant:

Partners, Roles & Responsibilities

DUG, Lead Organization: DUG has served Greater Denver for over 40 years, working in a diverse range of neighborhoods and responding to the specific needs of the communities DUG serves. As the lead organizer of this project, DUG will provide and contribute to the guidance and leadership of the program. DUG will also manage the financial requirements of the grant as well as program evaluation. As a program provider, DUG will work in conjunction with SFD and WDW to provide a cohesive menu of programming for the school cohorts and set up systems for responsive and timely communication for the schools and organizations involved in the project.

WDW, Sub-contractor: WDW partners with food donors, nonprofits, and schools throughout the Denver metro area and Front Range, with the majority of services provided within the City and County of Denver. WDW's roles and responsibilities within this proposal include providing its Kids Don't Waste education programming to K-12 Denver students, collaborating on education efforts with DUG and SFD, and increasing access to nutritious food for Denver youth through its food recovery and distribution efforts. WDW will take the lead on the reporting of grant activities.

SFD, Sub-contractor: SFD was established over 20 years ago with the goal of promoting good, clean and fair food for all in the Denver area, primarily focused in under-resourced neighborhoods.



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SFD has worked predominantly in the youth education space, but also hosts community-based events and helps promote the efforts of local food producers, businesses, and likeminded nonprofit organizations. SFD will provide cooking & taste education programs for the elementary schools who are selected through this collaboration, as well as at other Title I schools, and will collaborate with DUG and WDW in these educational efforts.

Demonstrated Collaborative Success

DUG, WDW, and SFD have collaborated with each other in various ways in the past, including through the existing SPR project. Prior to that they partnered via a joint partnership between DUG and SFD through HFDK funding. SFD and DUG provided cooking kits to students to take home and with connections to garden leaders in DUG school gardens. SFD has also brought WDW into existing youth education classes to engage students in the food waste and recovery aspect of the food cycle, completing the seed-to-plate cycle with regeneration. The organizations have similar missions yet focus their education at different points in the food cycle; this collaboration will link these points to deliver a more holistic approach to food education. Continuing this partnership will make a greater collective school impact by promoting a healthier relationship with the entire food system in school cultures.

Partner Management

Each organization has agreed to contribute complementary leadership and resource sharing to the partnership, with DUG serving as the Lead Organization. The organizations will continue to meet regularly to share updates, challenges, and opportunities for enhanced collaboration. Meeting cadence has historically been monthly (or more frequently as needed).

A. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>
Athmar Park	<input checked="" type="checkbox"/>
Auraria	<input type="checkbox"/>
Baker	<input checked="" type="checkbox"/>
Barnum	<input checked="" type="checkbox"/>
Barnum West	<input type="checkbox"/>
Bear Valley	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Berkeley	<input checked="" type="checkbox"/>
Capitol Hill	<input type="checkbox"/>
Central Business District	<input type="checkbox"/>
Central Park	<input type="checkbox"/>
Chaffee Park	<input checked="" type="checkbox"/>
Cheesman Park	<input type="checkbox"/>
Cherry Creek	<input type="checkbox"/>
City Park	<input type="checkbox"/>



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City Park West	<input type="checkbox"/>
Civic Center	<input type="checkbox"/>
Clayton	<input checked="" type="checkbox"/>
Cole	<input checked="" type="checkbox"/>
College View - South Platte	<input type="checkbox"/>
Congress Park	<input type="checkbox"/>
Cory - Merrill	<input type="checkbox"/>
Country Club	<input type="checkbox"/>
DIA	<input type="checkbox"/>
East Colfax	<input checked="" type="checkbox"/>
Elyria Swansea	<input checked="" type="checkbox"/>
Five Points	<input checked="" type="checkbox"/>
Fort Logan	<input checked="" type="checkbox"/>
Gateway - Green Valley Ranch	<input type="checkbox"/>
Globeville	<input checked="" type="checkbox"/>
Goldsmith	<input checked="" type="checkbox"/>
Green valley Ranch	<input checked="" type="checkbox"/>
Hale	<input type="checkbox"/>
Hampden	<input type="checkbox"/>
Hampden South	<input checked="" type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Highland	<input type="checkbox"/>
Hilltop	<input type="checkbox"/>
Indian Creek	<input type="checkbox"/>
Jefferson Park	<input type="checkbox"/>
Kennedy	<input type="checkbox"/>
La Alma lincoln park	<input checked="" type="checkbox"/>
Lincoln Park	<input type="checkbox"/>
Lowry Field	<input checked="" type="checkbox"/>
Mar Lee	<input checked="" type="checkbox"/>
Marston	<input type="checkbox"/>
Montbello	<input checked="" type="checkbox"/>
Montclair	<input checked="" type="checkbox"/>
North Capitol Hill	<input checked="" type="checkbox"/>
North Park Hill	<input checked="" type="checkbox"/>
Northeast Park Hill	<input checked="" type="checkbox"/>
Overland	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Regis	<input type="checkbox"/>
Rosedale	<input type="checkbox"/>



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Ruby Hill	<input checked="" type="checkbox"/>
Skyland	<input type="checkbox"/>
Sloan Lake	<input type="checkbox"/>
South Park Hill	<input type="checkbox"/>
Southmoor Park	<input type="checkbox"/>
Speer	<input type="checkbox"/>
Sun Valley	<input checked="" type="checkbox"/>
Sunnyside	<input checked="" type="checkbox"/>
Union Station	<input type="checkbox"/>
University	<input type="checkbox"/>
University Hills	<input type="checkbox"/>
University Park	<input type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input checked="" type="checkbox"/>
Virginia Village	<input checked="" type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input checked="" type="checkbox"/>
Washington Virginia Vale	<input type="checkbox"/>
Wellshire	<input type="checkbox"/>
West Colfax	<input type="checkbox"/>
Westwood	<input checked="" type="checkbox"/>

If applicable, please note the physical address where programming takes place:

Site	Address

B. Public Good

The Healthy Food for Denver’s Kids Initiative seeks to build an equitable and strategic approach to increasing access to healthy food and food-based education for children and youth ages 18 and under in the City and County of Denver. By providing Denver youth and their families with healthy food, meals, and snacks and/or educational opportunities focused on farming, gardening, cooking, nutrition, and healthy eating, this contract will contribute to the Initiative’s goals, which include:

1. Increasing the number of children and youth who receive healthy meals and snacks in the City and County of Denver;
2. Increasing the number of children and youth receiving nutrition, food skills, and sustainable and just food systems education in the City and County of Denver; and
3. Reducing overall food insecurity in households with children and the number of children and youth experiencing hunger in the City and County



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of Denver.

III. Evaluation, Outcome Measures and Deliverables

A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the "Program Services and Descriptions" section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDC Evaluation contractor and staff. The HFDC evaluation contractor is available to provide technical assistance to the Provider on the development and implementation of their metrics, as needed.

Process measures are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

Outcome measures are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

Participation in the Macro Evaluation

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

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee.

The Provider will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving established agreed upon goals. This may include the review and analysis of



EXHIBIT A_AMENDMENT 01

SCOPE OF WORK

Evaluation Dashboards, the Reporting Form and Annual reports. As needed, DDPHE may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.

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 Provider will be responsible for reporting on program outputs and outcomes.

Denver Urban Gardens will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education, Food and Nutrition Assistance, Food Production

The table below summarizes reporting activity and due dates. The dates and or frequency may be 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	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	Submitted through the Reporting Form
Report 3 (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	Submitted through the Reporting Form



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Report 4 (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	Submitted through the Reporting Form
Report 5 (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	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 contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee’s participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor 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.

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider’s data submitted to the monitoring platform will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

V. 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



EXHIBIT A_AMENDMENT 01

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- Show strong fiscal responsibility
- Limit indirect costs up to 15%

Indirect Cost Limit: The Provider's total indirect costs cannot exceed 15% 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

VI. Invoice

A. Invoice

The Provider will use the HFDK invoice template provided to them. A sample of the HFDK invoice template is attached as an exhibit.

VII. Payments

- A. A complete invoice package 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 complete invoice package each month to HFDK. Provider 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. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.
 - a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver's Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate payment terms.**
- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

VIII. General Grant Requirements



EXHIBIT A_AMENDMENT 01

SCOPE OF WORK

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

- i. 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;
 - 1. 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.
- ii. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 - 1. 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:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. **NOT use HFDK funds to purchase any of the following items:**
 - i. All diet or regular sodas and sports/energy drinks
 - ii. Flavored/added sugar milk
 - iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
 - iv. Candy
 - v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
 - vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
 - vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, Provider will be asked to:

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver’s Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered though HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
- C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.



DENVER
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EXHIBIT A_AMENDMENT 01

SCOPE OF WORK

- D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- E. 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.

IX. Other

- A. *Provider shall submit updated documents which are directly related to the delivery of services*
- B. Additional document requirements that may be requested for this contract:
 - i. Organizational Chart
 - ii. updated Certificate of Insurance
 - iii. reports and information for Program Evaluation, as required.

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. **Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.**

Healthy Food for Denver's Kids Program Budget

Organization Name	Denver Urban Gardens
Term	Year 1 (January 1, 2025-December 31, 2026)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)

Budget Categories

Food and Supplies					Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Youth/Family-Focused Community Events	Supplies for SPR collaborative events, DUG outreach events, and other partnership	8	\$ 500.00	\$4,000.00			x	
Garden-Based Education and Training	Supplies for garden-based education, including soil, seeds, straw, gloves, hand tool	8	\$ 500.00	\$4,000.00	x			x
Grow a Garden Food & Supplies	Seeds, seedlings, and supplies to support the Grow a Garden program and outreach	100	\$ 180.00	\$18,000.00	x			
Plant Care Guides for Grow A Garden &...	Funds to support printing and distribution of Plant Care Guides in the community, at	200	\$ 25.00	\$5,000.00	x			x
				\$0.00				
Total Food and Supplies				\$31,000.00				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Youth Programming Expenses	Materials needed for our classroom-based public and free-level youth and commun	12	\$ 750.00	\$9,000.00			x	
Teacher Training Supplies + Stipends	Materials budget for teachers who take part in our teacher training (\$150 per teach	30	\$ 150.00	\$4,500.00			x	
				\$0.00				
				\$0.00				
				\$0.00				
Total Operating Expenses				\$13,500.00				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Director of Education	Oversight, coordination and management of all activities tied to HFDK project	80%	\$ 100,000.00	\$80,000.00			x	no
Youth Ed Program Manager	Acts as liaison for communities and educators, manages, develops and delivers youth and	80%	\$ 75,000.00	\$60,000.00			x	no
Director of Garden Leadership	Oversee on-the-ground support for gardens and gardeners in an effort to create thriving, e	50%	\$ 83,500.00	\$41,750.00	x		x	no
Director of School and Therapeutic Gard	Oversee relationship building and management of school gardens and acts as a liaison betw	40%	\$ 100,000.00	\$40,000.00	x		x	no
Community Ed Program Manager	Implementation of youth programming and training of seasonal staff, program developme	40%	\$ 75,000.00	\$30,000.00	x		x	no
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Seasonal Instructors	Contract Educators	177	\$ 85.00	\$15,045.00			x	
Total Personnel Services				\$266,795.00				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Mileage	Mileage for youth ed programming	1	\$ 1,500.00	\$1,500.00			x	
Interpretation/Translation/Signage	Translation and interpretation for classes, workshops, garden-based events, and ed	1	\$ 8,000.00	\$8,000.00	x			x
Professional Learning, Conferences	Supports staff to attend conferences and other professional development learning (2	\$ 1,000.00	\$2,000.00				x
				\$0.00				
Total Other				\$11,500.00				
EVALUATION								
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Evaluation (up to 10% of the direct costs amount can be used for Evaluation)	Evaluation funds can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement, compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning). Up to 10% of funds can be used for Evaluation.	10%		\$3,000.00	x			x
Total Evaluation								
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
We Dont Waste	Program Operating	Program Operating cost for programs			\$40,800.00	x		x

We Dont Waste	Salaries and Wages	Salaries and Wages		\$259,071.86	x		x
We Dont Waste	(15% cap on reimbursement for indirect costs, based on the total contract budget.	Indirect		\$44,980.78	x		x
Slow Food Denver	Food and Supplies	Food and Supplies		\$3,371.10	x		x
Slow Food Denver	Program Operating	Program Operating cost for programs		\$11,359.77	x		x
Slow Food Denver	Salaries and Wages	Salaries and Wages		\$145,885.64	x		x
Slow Food Denver	(15% cap on reimbursement for indirect costs, based on the total contract budget.	Indirect		\$6,104.63	x		x
Total Subcontractors				\$511,573.78			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$837,368.78			
Indirect							
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative			
15% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.			Reduced % Direct Costs DUG			
TOTAL INDIRECT COSTS				\$7,226.90			
TOTAL AMOUNT REQUESTED FROM HFDK				\$844,595.68			

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. **Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.**

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	Denver Urban Gardens							
Term	Year 2 (January 1, 2027- December 31, 2027)							
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)							
Budget Categories								
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.		Are any of the personnel 100% funded by this grant? Yes/No
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Youth/Family-Focused Community Events	Supplies for SPR collaborative events, DUG outreach events, and other partnership-based events	8	\$ 500.00	\$4,000.00			x	
Garden-Based Education and Training	Supplies for garden-based education, including soil, seeds, straw, gloves, hand tools, etc.	8	\$ 500.00	\$4,000.00	x			x
Grow a Garden Food & Supplies	Seeds, seedlings, and supplies to support the Grow a Garden program and outreach at our SPR school	100	\$ 180.00	\$18,000.00	x			
Plant Care Guides for Grow A Garden & F	Funds to support printing and distribution of Plant Care Guides in the community; at school gardens, tea	200	\$ 25.00	\$5,000.00	x			x
				\$0.00				
Total Food and Supplies				\$31,000.00				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Youth Programming Expenses	Materials needed for our classroom-based public and free-level youth and community classes, including	12	\$ 750.00	\$9,000.00			x	
Teacher Training Supplies + Stipends	Materials budget for teachers who take part in our teacher training (\$150 per teacher)	30	\$ 150.00	\$4,500.00			x	
Food Forest and Gardens				\$0.00				
				\$0.00				
				\$0.00				
Total Operating Expenses				\$13,500.00				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Director of Education	Oversight, coordination and management of all activities tied to HFDK project	80%	\$ 100,000.00	\$80,000.00			x	no
Youth Ed Program Manager	Acts as liaison for communities and educators, manages, develops and delivers youth and family programs in gar	80%	\$ 75,000.00	\$60,000.00			x	
Director of Garden Leadership	Oversee on-the-ground support for gardens and gardeners in an effort to create thriving, equitable gardens with	50%	\$ 83,500.00	\$41,750.00	x		x	
Director of School and Therapeutic Gard	Oversee relationship building and management of school gardens and acts as a liaison between schools and gard	35%	\$ 100,000.00	\$35,000.00	x		x	
Community Ed Program Manager	Implementation of youth programming and training of seasonal staff, program development	35%	\$ 75,000.00	\$26,250.00	x		x	
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Seasonal Instructors	Contract Educators	177	\$ 85.00	\$15,045.00			x	
				\$0.00				
Total Personnel Services				\$26,045.00				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Mileage	Mileage for youth ed programming	1	\$ 2,250.00	\$2,250.00			x	
Marketing	To promote DUG programs, classes, and events	1	\$ 10,000.00	\$10,000.00	x			x
Interpretation/Translation/Signage	Translation and interpretation for classes, workshops, garden-based events, and educational signage	1	\$ 8,000.00	\$8,000.00	x			x
Professional Learning, Conferences	Supports staff to attend conferences and other professional development learning (\$1,000 for 5 staff	5	\$ 700.00	\$3,500.00				x
				\$0.00				
Total Other				\$23,750.00				
EVALUATION								
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Evaluation (up to 10% of the contract amount can be used for Evaluation)	Evaluation funds can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning). Up to 10% of funds can be used for Evaluation.	10%		\$3,000.00				
Total Evaluation				\$3,000.00				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
We Dont Waste	Program Operating				\$40,800.00	x		x
We Dont Waste	Salaries and Wages				\$261,341.27	x		x
We Dont Waste	(15%) cap on reimbursement for indirect costs, based on the total contract budget.				\$45,321.19	x		x
Slow Food Denver	Food and Supplies				\$8,400.00	x		x
Slow Food Denver	Program Operating				\$11,800.00	x		x

Slow Food Denver	Salaries and Wages			\$149,210.64	x		x
Slow Food Denver	[15%] cap on reimbursement for indirect costs, based on the total contract budget.			\$10,026.22	x		x
Total Subcontractors				\$526,899.32			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$856,194.32			
Indirect							
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
15% indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.	Reduced % Direct Costs DUG					
TOTAL INDIRECT COSTS				\$30,000.00			
TOTAL AMOUNT REQUESTED FROM HFDK				\$886,194.32			
TOTAL MAXIMUM CONTRACT AMOUNT \$				5,192,372.00			

