

## THIRD AMENDATORY AGREEMENT

This **THIRD 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 **MONTBELLO ORGANIZING COMMITTEE**, a Colorado nonprofit corporation, whose address is 12000 East 47th Avenue, Denver, Colorado 80239 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated August 25, 2020, an Amendatory Agreement dated April 8, 2021, and a Second Amendatory Agreement dated October 28, 2021 (collectively, the “Agreement”) to perform and complete all of the services 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 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”). The term of this Agreement may be extended by the City under the same terms and conditions for up to five years from the commencement date 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**” 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 **NINE HUNDRED NINETY-NINE THOUSAND EIGHTY DOLLARS AND THIRTY CENTS (\$999,080.30)** (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, Exhibit A-Amendment 01 and Exhibit A-Amendment02** are hereby deleted in their entirety and replaced with **Exhibit A-Amendment03 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A**,

**Exhibit A-Amendment 01 and Exhibit A-Amendment02** are changed to **Exhibit A-Amendment03**.

6. **Exhibit B, Exhibit B-Amendment 01 and Exhibit B-Amend02** are hereby deleted in their entirety and replaced with **Exhibit B-Amendment 03 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-Amendment 01 and Exhibit B-Amend02** are changed to **Exhibit B-Amendment 03**.

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

8. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

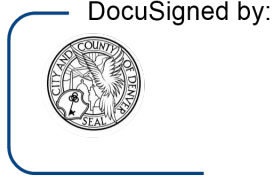
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**Contract Control Number:**  
**Contractor Name:**

ENVHL-202264163-03 / ENVHL-202055272-03  
MONTBELLO ORGANIZING COMMITTEE


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of: 9/7/2022

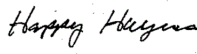
**SEAL**



**CITY AND COUNTY OF DENVER:**


**ATTEST:**

DocuSigned by:  
  
401363B9DD334C3...  
Clerk and Recorder/Public Trustee  
Paul López


By: DocuSigned by:  
  
A0F4FA31D2084D3...  
Deputy Mayor  
Allegra "Happy" Haynes

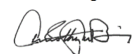
**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: DocuSigned by:  
  
302EE13FA0014E3...  
Senior Assistant City Attorney  
Breena N. Meng

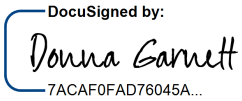
**REGISTERED AND COUNTERSIGNED:**

By: DocuSigned by:  
  
F121D7A102D20400...  
Chief Financial Officer  
Margaret Danuser

By: DocuSigned by:  
  
0209594F0B7045D...  
Auditor  
Timothy M. O'Brien

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

ENVHL-202264163-03 / ENVHL-202055272-03  
MONTBELLO ORGANIZING COMMITTEE

By:  \_\_\_\_\_  
7ACAF0FAD76045A...

Name: Donna Garnett  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

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

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



## EXHIBIT A-Amendment03

### 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 Montbello Organizing Committee (“MOC”). MOC 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.

MOC has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$236,085** for Term 1 (August 1, 2020 – July 31, 2021)
- **\$70,620** for Term 1 – COVID Supplemental Funds (February 1, 2020 – July 31, 2021)
- **\$299,034** for Term 2 (August 1, 2021 – July 31, 2022)
- **\$393,341.30** for Term 3 (August 1, 2022- July 31, 2023)
- **Cumulative Maximum Contract Amount: \$999,080.30**

#### II. Program Services and Descriptions

- A. MOC will be granted funds to provide the following projects and services:

The *FreshLo Farm-School Network – Healthy Food for Montbello Kids* will work with the school and nonprofit partners to utilize unused physical space in the school facilities to work with children and youth to grow fresh, healthy food for their families in the community. Each school or nonprofit partner will implement educational programs delivered in-person and virtually by Children’s Farms of America (CFA) and Consumption Literacy Project (CLP) to teach students where food comes from, how to grow food for their community, and the importance of eating a healthy diet to mitigate health disparities. Students will incorporate principles of conservation and utilization of food waste through composting to increasing food production within their community. Since the five participating schools collectively serve over 3,000 children and youth and their families, the impact on food access needs in the community will be extensive. Students will implement micro-enterprise projects in which they will grow and sell food to support their school farms and gardens. Struggle of Love Foundation (SOLF) will provide sacks of food daily and meals will be provided to those children participating in garden camps.

Activities to be carried out during this year of the agreement include:

Activity – Provide gardening, cooking, and nutrition classes as part of school-based and home-based online programming with a focus on gardening, healthy eating, and physical activity.

Activity – Implement the Nearly Zero and Living Systems curriculum or similar curriculum in partner schools. The curriculum includes the early literacy program for ECE-3rd Grade,



## EXHIBIT A-Amendment03

### SCOPE OF WORK

*Wormology: The World in a Box Curriculum and the 4th - 6th Grade, Youth in Action: Whole School Composting Curriculum. Living Systems will be implemented across all ages with a special emphasis on the activities being child-parent oriented.*

Activity – Provide service-learning opportunities for middle and high schools in the Montbello and surrounding Far Northeast neighborhoods so that students are contributing to the food justice efforts in the community that address the food desert status of the community. Examples of service learning opportunities and topics include preparing garden beds for planting, harvesting, cooking and nutrition activities, discussing low food access communities and the connection between healthy food and fitness (physical and mental), soil and water conservation.

Activity – Provide paid internships for youth ages 14 – 18 years of age to assist in the management of the Farm- School urban farms in the network.

Activity – Host summer camps in the gardens that focus on teaching kids ages 5 – 12 years of age about where their food comes from and incorporates multi-generational approaches as a means of changing eating behaviors.

Activity – Implement an online set of short child-featured videos to demonstrate how-to's related to gardening, composting, food preparation, etc.

Activity – Provide fresh food to families with children in the target age group through the Struggle of Love Foundation's Sacks of Love daily food pantry and school and nonprofit partners.

Activity – Provide healthy breakfasts and lunches to garden camp participants and incorporate meal preparation with food harvested from the gardens.

Activity – Purchase fresh produce from local farmers to distribute through the SOLF food pantry, the MOC mobile food pantry, and the FreshLo Farmer's Market.

Activity – Provide training and consultation to children and their families on how to grow food at their own home and expand the number of home gardens.

#### **School Garden Community of Practice Co-Facilitation**

MOC 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. MOC 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. MOC 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. Partner Roles:**

**Children's Farms of America dba Children's Farms in Action** CFA established and manages the Montbello Urban Farm which grows and distributes over 10,000 pounds of fresh produce each





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year through the Montbello Food Pantry, the no-cost grocery program at Academy 360 and Maxwell Elementary, and a low-cost farmer's market in Montbello. More than 300 youth ages 13 – 18 per year plant, tend, and harvest this 10,000-square foot growing space. Working with the five partner schools in the neighborhood, CFA has helped establish a network of school learning and production gardens that serve hundreds of low-income children. CFA also provides gardening consultation and curriculum to the schools and implements educational programs with children ages 4 years through 18 years. These programs include cooking and nutrition education.

**Consumption Literacy Project** Through education of students in K- 12th grade CLP foodscapes school campuses and teaches students how to grow food and utilize food waste as a resource. CLP has partnered with CFA in the Montbello community for the past year and a half to teach students in the partner schools about food justice, food literacy, and how healthy soil leads to healthy food which grows a healthy body. CLP has developed the Nearly Zero and the Living Systems curricula focused on students in ECE-12th grade. CLP also works with children and their families to plant and tend backyard gardens.

**Struggle of Love Foundation** The SOLF addresses youth mental health, gang intervention, sexual behavior, and promoting healthy lifestyles. SOLF offers an outlet for youth to participate in sports activities and mentoring sessions that help them grow athletically, mentally, and physically into responsible young adults. Through these activities, SOLF has identified lack of access to predictable, nutritious meals to be a debilitating factor in the lives of many at-risk children and youth. For 12 years SOLF has provided a food pantry for Montbello residents, typically serving about 100 residents a week. With the advent of the COVID-19 pandemic, SOLF is providing food for 275 – 300 children per day under the age of 18 years.

#### C. Program Locations:

The program activities will take place at the following locations:

- Garden camps, youth internships, educational activities and growing food activities will be at Montbello Urban Farm at 4879 Crown Blvd 80239 and/or at other Farm-School Network partners sites.
- Educational activities including programs like composting (Nearly Zero), Living Systems program, and cooking classes will be held at the participating schools in Montbello and/or at the homes of participating backyard/home gardeners. Participating Montbello schools include Academy 360, Marie L. Greenwood Academy, Monarch Montessori, John Amesse Elementary, Dr. Martin Luther King Early College, Northeast Early College, and KIPP Academy. New nonprofit educational partners will include Athletics and Beyond, Colorado Changemakers Colectiva, and Montbello Conectoras.



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### SCOPE OF WORK

- The backyard/home farmers program will be activated throughout the greater Montbello community and online child-led educational experiences can be accessed by the school partners and the backyard farmers.

#### III. Implementation and Timeline

| <i>Montbello Organizing Committee<br/>Healthy Food for Montbello Kids Grant<br/>YEAR 2 Timeline -- Goals, Activities/Key<br/>Milestones</i>  | Responsible<br>Partner                                | Timeframe – August 1, 2021 – July 31,<br>2022 |              |              |            |
|--|---|---|--------------|--------------|------------|
|  |   | Q1  | Q2           | Q3           | Q4         |
| Activity/Key Milestones  | Persons/Agency<br>Responsible                         | Aug-<br>Oct                                   | Nov -<br>Jan | Feb -<br>Apr | May - July |
| <b>Goal 1.</b> Increase knowledge and skills regarding healthy eating, nutrition, and food production.   |   |   |              |              |            |
| Activity – Provide gardening, cooking, and nutrition classes as part of school-based and home-based online programming.  | CFA<br>CLP<br>School and<br>NonprofitPartners         | x   | x            |              | x          |
| Activity – Implement the Nearly Zero, Youth in Action: Whole School Composting Curriculum, and Living Systems curriculum in up to five partner schools or nonprofit partner programs.                  | CLP   |   | x            | x            | x          |
| Activity – Host camps/programming in the gardens that focus on teaching kids about where their food comes from and incorporates multi-generational approaches as a means of changing eating behaviors. | CFA<br>CLP<br>School and<br>Nonprofit Partners        | x   |              |              | x          |
| Activity – Implement an online set of short child-featured videos to demonstrate how-to's related to gardening, composting, food preparation, etc.   | CLP<br>CFA  | x   |              |              | x          |
| Activity – Provide training and consultation to children and their families on how to grow food at their own home.   | MOC<br>CLP<br>CFA<br>School and<br>Nonprofit Partners | x   |              |              | x          |
| <b>Goal 2.</b> Engage children and youth in growing food for their families and their community.   |   |   |              |              |            |
| Activity – Provide farming-related service-learning opportunities for middle and high schools in Greater Montbello community.  | CFA<br>CLP  | x   |              | x            | x          |



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### SCOPE OF WORK

| Montbello Organizing Committee<br>Healthy Food for Montbello Kids Grant<br>YEAR 2 Timeline -- Goals, Activities/Key<br>Milestones  | Responsible<br>Partner                          | Timeframe – August 1, 2021 – July 31,<br>2022 |              |              |            |
|--|---|---|--------------|--------------|------------|
|  |   | Q1  | Q2           | Q3           | Q4         |
| Activity/Key Milestones  | Persons/Agency<br>Responsible                   | Aug-<br>Oct                                   | Nov -<br>Jan | Feb -<br>Apr | May - July |
| Activity – Provide paid summer internships for youth ages 13 – 18 years of age to assist in the management of the Farm- School urban farms and to assist home gardener projects. | MOC<br>CFA<br>CLP                               | x   |              |              | x          |
| <b>Goal 3.</b> Increase access to healthy food by Montbello children ages 18 years and younger.  |   |   |              |              |            |
| Activity – Provide fresh food daily to families with children in the target age group.   | SOLF  | x   | x            | x            | x          |
| Activity – Provide healthy breakfasts and lunches to garden camp participants and incorporate meal preparation with food harvested from the gardens.                             | SOLF<br>CFA<br>School and<br>Nonprofit Partners | x   |              |              | x          |
| Activity – Purchase fresh produce from local farmers to distribute through the SOLF food pantry, MOC Mobile Pantry, and the FreshLo Farmer’s Market.                             | CFA<br>SOLF                                     | x   |              |              | x          |
| Activity – Convene Farm-School Network Partners for monthly collaboration meetings.  | MOC   | x   | x            | x            | X          |
| Activity – Conduct regular evaluation activities and compile quarterly and final reports.  | MOC<br>All Partners                             | x   | x            | x            | x          |

### 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



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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.).

#### **IV. Performance Management and Reporting**

##### **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.



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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<br>Upload relevant evaluation documents. Additional narrative description of successes and challenges.   | February 1-15, 2023    | Submitted through the Reporting Form |
| Report 2 (12 month/annual)                         | Demographic description of population served. Progress on process and outcome measures and learning questions<br>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



## EXHIBIT A-Amendment03

### SCOPE OF WORK

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 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. 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;



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- 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
    - 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**

***Grantee shall submit updated documents which are directly related to the delivery of services***

Additional document requirements that may be requested for this contract:



**DENVER**  
THE MILE HIGH CITY

## **EXHIBIT A-Amendment03**

### **SCOPE OF WORK**

- A. Organizational Chart
- B. Updated Certificate of Insurance
- C. Reports and information for Program Evaluation, as required



## Exhibit B\_Amendment 03

## Healthy Food for Denver's Kids Program Budget

| Organization Name   | Montbello Organizing Committee   |  |                 |                          |   |
|---|--|--|-----------------|--------------------------|---|
| Term  | Year 3   |  |                 |                          |   |
| Request for Proposal Name   | Healthy Food for Denver's Kids   |  |                 |                          |   |
| <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 |
| Food and Supplies for FreshLo Farmers Market purchased from local farmers | Purchase of healthy food to supplement Network- grown food   | yes  | 8 weeks supply  | \$ 750.00                | \$6,000.00  |
| Meals for camps   | Healthy food for breakfast and lunch for 8 weeks   | yes  | 2400 meals      | \$ 2.50                  | \$6,000.00  |
| Refrigeration/storage   | Refrigerated storage rental and fuel costs   | yes  | 12 months       | \$ 1200.00               | \$14,400.00   |
| Fresh Produce Boxes for Sacks of Love Pantry                              | Boxes contain fresh fruits and vegetables  | Yes  | 3000            | \$15                     | \$45,000.00   |
| <b>Total Food and Supplies</b>  |  |  |                 |                          | <b>\$71,400.00</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 |
| School and NonProfit Partner Garden Stipends                              | includes seeds, seedlings, tools, water usage, educational materials, soil amendments  | yes  | 10              | \$ 2,500.00              | \$25,000.00   |
| Home Gardener Program   | includes seeds, seedlings, tools, water usage, educational materials, soil amendments  | yes  | 10              | \$ 500.00                | \$5,000.00  |
| Children's Home Garden Model  | a model home garden to provide online videos and in-person training to assist parents/caregivers teaching their children gardening at home   | yes  | 1               | \$ 3000.00               | \$3,000.00  |
| Montbello Children's Urban Farm Land Rental                               | Cost of using the urban farm land  | yes  | 6               | \$ 800.00                | \$4,800.00  |
| Montbello Children's Urban Farm Land Rental                               | Cost of water usage for 6 months   | yes  | 6               | \$ 350.00                | \$2,100.00  |
| Soil amendments   | soil amendments and organic fertilizers to improve yield   | yes  | 10 tons         | \$ 250.00                | \$2,500.00  |
| Gardening tools, curriculum materials                                     | Replacement of tools and science based curriculum materials related to gardening, farming, composting  | yes  | 6 months        | \$ 925.00                | \$5,550.00  |
| <b>Total Operating Expenses</b>   |  |  |                 |                          | <b>\$47,950.00</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 |
| MOC HFMK Project Manager  | Manages all programmatic elements of the project, coordinates with all partners, works on policy issues with City of Denver and community groups, coordinates evaluation, runs the Farmer's Market | yes  | 85%             | \$ 64,063.00             | \$54,453.00   |
| <b>Hourly Employees</b>   |  |  |                 |                          |   |
| Position Title  | Description of Work  | Does this budget item support the Scope of Work? | Hours           | Hourly Rate              | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| 4 Youth Interns   | Assists in implementing farm and garden activities, assists in camps   | yes  | 800.00          | \$ 15.00                 | \$12,000.00   |
| Moc Mobile Pantry Coordinator   | Rockies, corporate volunteers, community resources, social media, funders, and residents   | yes  | 400.00          | \$ 30.00                 | \$12,000.00   |
| Assistant Farm Manager  | works with interns, assists in educational classes with students, assists with the management of the Urban Farm  | yes  | 504.00          | \$ 20.00                 | \$10,080.00   |
| <b>Total Personnel Services</b>   |  |  |                 |                          | <b>\$88,533.00</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 |
| Childrens Farms in Action Farm Manager and Instructor                     | Project Partner contracted to oversees all Montbello Children's Urban Farm activities, supervises interns, master gardener that consults with school partners, teaches children's classes          | yes  | 100%            | \$ 48,500.00             | \$48,500.00   |

|  |  |     |      |              |  |
|--|--|-----|------|--------------|--|
| Consumption Literacy Project Director and Instructor                   | Project partner contracted to teach school farm and garden curriculum, consult with home gardeners, implement composting and related programs with the school partners   | yes | 100% | \$ 48,500.00 | \$48,500.00  |
| Struggle Of Love Foundation Pantry Manager                             | Project partner contracted to implement the Sacks of Love pantry that serves children and families, secures food donations, supervises youth interns and volunteers  | yes | 100% | \$48,500.00  | \$48,500.00  |
| Community of Practice Facilitation                                     | Monthly meeting facilitation, prep and follow up at 10 hours per meeting @ \$35/hour   | Yes | 12   | \$ 350.00    | \$ 4,200.00  |
| <b>Total Other</b>   |  |     |      |              | <b>\$149,700.00</b>  |
| <b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b> |  |     |      |              | <b>\$357,583.00</b>  |
| <b>Indirect</b>  |  |     |      |              |  |
| <b>Item</b>  | <b>Description</b>   |     |      |              | <b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b> |
| Indirect rate (if applicable):   | Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs <u>or</u> the organization's federally negotiated rate, based on the total contract budget. |     |      |              | 10%  |
| <b>TOTAL INDIRECT COSTS</b>  |  |     |      |              | <b>\$35,758.30</b>   |
| <b>TOTAL AMOUNT REQUESTED FROM HFDK</b>                                |  |     |      |              | <b>\$393,341.30</b>  |