

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 **BARTON INSTITUTE FOR COMMUNITY ACTION** (formerly known as COMMUN INC.), a Colorado nonprofit corporation, whose address is 1114 West 7th Street, Denver, Colorado 80214 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 21, 2021 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the scope of work, and amend the budget.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **August 1, 2021**, and will expire on **July 31, 2023** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement for up to one (1) additional one (1) year term. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” 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 **FIVE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND NO CENTS (\$577,887.00)** (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.

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

4. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-01 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-01**.

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

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

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Contract Control Number: ENVHL-202263891-01 / ENVHL-202159476-01
Contractor Name: BARTON INSTITUTE FOR COMMUNITY ACTION

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-202263891-01 / ENVHL-202159476-01
BARTON INSTITUTE FOR COMMUNITY ACTION

By:  _____
DocuSigned by:
Andrea Savage
2058D6FBEEBC449...

Andrea Savage
Name: _____
(please print)
Title: _____ Director of Finance and Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-01

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the City and County of Denver’s Healthy Food for Denver’s Kids (“HFKD”) Initiative and Commún (the “Grantee”). The Grantee shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver’s Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

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

- **\$234,145** for Term 1 (August 1, 2021 – July 31, 2022)
- **\$343,742** for Term 2 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$577,887**

II. Program Services and Descriptions

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

This funding will support the food portion of Commún’s work- getting healthy food to families, increasing education and health support, and increasing food sovereignty by growing more healthy food going to 2128 unique youth being served by 21,000 Food boxes (1,056 youth receiving a food box each week), 12 community meetings, 12 classes, and 15 family gardens.

Commún has three food programs that will be funded through this agreement:

1. Free food share
2. Farms and gardens
3. Trainings, power building and community organizing

This funding will support Commún’s food share in continuing the transition from a reactionary, emergency food pantry into a regional food hub that serves as a community cornerstone. In collaboration with Kaizen Food Rescue, Commún runs a food share in which they distribute roughly 400 boxes of food, serving over 2,000 individuals per week, over half of whom are children. Food is currently distributed by drive through, walk up, and delivery models. Commún provides each family with 30-60 pounds of food including fresh produce, milk, eggs, beans, grains, meats. The food share is staffed by community members who are impacted by food insecurity and speak four languages collectively.

This funding will add additional farm space to grow food by increasing access to unused school gardens, to pay for farm materials, and to pay a farm coordinator salary. Commún will contribute to local food production and increased community knowledge by managing the expansion of unused community garden plots. All gardeners and their families will be provided the resources they need to grow and harvest healthy, culturally appropriate fresh vegetables for their children. In addition to purchasing food from Colorado BIPOC owned farms, Commún



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will give away the organic vegetables grown on the gardens to supplement free food rescued from the Food Bank of the Rockies.

This funding will enable Commún to continue our process of engaging community leaders, volunteers, and youth in transition from a reactionary food bank to a stable food hub, in addition to providing access to skills, information, and trainings that increase food security in families. Commún provides all of its staff, volunteers, and contractors with regularly paid trainings on topics related to health, wealth building, food, diversity equity and inclusion, self-improvement, and other topics that builds power in our community. The trainings are classes needed for community members, youth, and volunteers to be able to run the food share smoothly and to be able to reduce their reliance on the food bank. These classes include health, wealth building, food, diversity equity and inclusion, self-improvement. These trainings support our community in being able to get out of the cycle of poverty, as well as support the food share in being more efficient and well run to be able to serve more families. We know that for food insecurity to end in our region, those faced with the issue must be the ones to lead the change. In addition to providing trainings, Commún pays community members as experts in their own experience. Youth and adults are both paid to attend focus groups related to reducing barriers to food access, improving our food programming, hiring staff, visioning, community engagement, and collecting and analyzing data about our programs.

B. Implementation and Timeline

July 2022 Commún food share will transition to an outdoor farmers market or other self-selecting model to bring more client choice and accessibility, including produce from our farm and other local BIPOC lead farms. Frequency: at least 1x per week.

May 2022- January 2023- Community organizing around the future of food in the community. One on one interviews with community members occur at least five times per week. Community meetings once per month. Focus groups at least quarterly. Co-design a new food model that meets the food needs of every member of our community and works to uproot the causes of hunger. 1:1 interviews gather data about needs and strengths in our community to be able to use community data to design new programming and make current programming around food more efficient and community led.

August 2022- October 2023 Produce from the farm and gardens will continue to go to the food share once per week. Ongoing garden days once per week, classes and trainings once per month.

August 2022- April 2023- implement the new food model in existing space or at the new community center, depending on renovation speed. The food hub at the new community center is funded by many different sources. It is the coming together of many non-profits and community groups who currently work in food security and community empowerment in SW Denver. We are working to access farm space at this community building and will at least have a small garden.



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April 2023- Break ground on new farm. Farm working days every day. Volunteer days or youth apprenticeship at least once per week.

June 2023- July 2023- continuation of improved, more accessible food program.

III. Program Locations:

A. The program will be taking place in College View at 2300 S Patton Ct for Year 1, and for the following Years 2-3, at 3001 S Federal Blvd.

Evaluation, Outcome Measures and Deliverables

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will review and update, finalize, and implement an evaluation plan for the grant that will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

Participation in the Macro Evaluation

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

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



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below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant

2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

B. Reporting

The Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges, and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2023	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2023	Submitted through the Reporting Form



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Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD
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C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee’s participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees’ needs and interests.

II. Budget

A. Budget

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

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs to 10%

B. Indirect Cost Limit: The Grantee’s total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative 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**



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III. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

IV. Invoice

A. Invoice

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

V. Payments

- A. Invoices and reports shall be completed and submitted to the HFDKinvoices@denvergov.org email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template. Invoices shall be processed with immediate payment terms.

VI. General Grant Requirements

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

1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
 - a. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.
2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 - 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



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- Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
- Candy
- Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
- Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, grantees will be asked to:

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered through HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

VII. Other

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

Additional document requirements that may be requested for this contract:

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

Exhibit B-01

Instructions: Year 2 & 3 are a simplified budget. You do not need to show line items, but total for categories (Please fill in cells highlighted in YELLOW). The total request will be used for planning purposes for grant renewals. You will have an opportunity to complete the year 2 & 3 budget in more details during the renewal process.

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					
Term	Year 2				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK02)				
Budget Categories					
Food and Supplies					
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
Farm materials	irrigation, tools, soil amendments, etc	yes	10	\$ 450.00	\$4,500.00
Food share materials	gloves, dollies, box cutters, etc	yes	50	\$ 100.00	\$5,000.00
Meals for volunteers	paying a community member to cook culturally appropriate food for volunteers	yes	52	\$ 200.00	\$10,400.00
Food Bank of the Rockies purchases	supplementing free food from FBR with purchased culturally relevant items	yes	52	\$ 400.00	\$20,800.00
Fridge	To keep food cold and safe	yes	1	\$ 1,000.00	\$1,000.00
					\$0.00
Total Operating Expenses					\$41,700.00
Program Operating Expenses					
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
Focus groups	paying community members affected by food insecurity to continuously advise and co-design the food programs	yes	12	\$ 50.00	\$600.00
Translation	ensuring language justice by translating all materials into languages spoken in our community	yes	20	\$ 100.00	\$2,000.00
Site cleaning	hiring community members affected by food insecurity to clean the site after each food share	yes	52	\$ 150.00	\$7,800.00
Trainings	Community trainings on topics such as cooking classes, DEI work, etc	yes	12	\$ 50.00	\$600.00
Food share contractors	Community members who keep the food share running with specific skilled jobs such as unloading the truck	yes	52	\$ 600.00	\$31,200.00
Repairs	Repairing building according to use	yes	1	\$ 1,000.00	\$1,000.00
Transportation	Contracted moving company brings food from FBR to food share	yes	52	\$ 200.00	\$10,400.00
Space rental	Space for food share	yes	12	\$ 500.00	\$6,000.00
Total Operating Expenses					\$59,600.00
Personnel and Administrative Services					
Salary Employees					

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
Executive Director	25% of time is spent managing food share staff and contractors, food systems, and food provision	yes	25%	\$ 96,824.00	\$24,206.00
Food share manager	Managed the food share	yes	100%	\$ 80,225.00	\$80,225.00
Director of Operations	Ensure programs run smoothly	yes	25%	82992	20748
Hourly Employees					
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
Farm manager	Manages the farm to increase production	yes	600.00	\$ 20.00	\$12,000.00
Gardener stipends	stipends for families to be able to garden	yes	400.00	\$ 25.00	\$10,000.00
Social Media and Community outreach specialist	Continued community engagement, informational share, and outreach to	yes	260	\$ 22.00	\$5,720.00
Volunteer coordinator	Coordinate volunteers, attendance, contractors, and ensure volunteer comfort at food share	yes	1560	\$ 25.00	\$39,000.00
Data analyst	Combines data brought forth by community organizers and in community meeting and analyzes it for community and organizational use	yes	520	\$ 25.00	\$13,000.00
Case manager	families with wrap-around services such as SNAP and health care to continue to uplift and support families which increases food security and	yes	1040	\$ 26.00	\$27,040.00
Total Personnel Services					\$231,939.00
Other / Miscellaneous					
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
Volunteer insurance	Liability insurance	yes	1	\$ 400.00	\$400.00
Volunteer workers compensation	Covering medical care for volunteer injured on the job	yes	1	\$ 700.00	\$700.00

Fiscal sponsor	Fiscal sponsor fee (HR, payroll, etc)	yes	1	\$	10,103.00	\$10,103.00
						\$0.00
						\$0.00
Total Other						\$10,503.00

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$343,742.00
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Indirect						
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Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.	

TOTAL INDIRECT COSTS		
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TOTAL AMOUNT REQUESTED FROM HFDK		\$343,742.00
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Other Funding Sources for this Program						
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Name of Organization Providing Funding	Total Funding Amount Provided	Percent of Funding of Total Program Costs	Funding Beginning & End Dates (month/year, continuous, etc.)			

TOTAL PROGRAM COST (HFDK Request + Other Funding Sources)						\$ 343,742.00
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Total Contract Maximum Amount (August 1, 2021- July 31, 2023)	\$577,887.00
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