

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”), and **DENVER BOTANICAL GARDENS, INC.**, a Colorado nonprofit corporation, whose address is 909 York Street, Denver, Colorado, 80206 (the “Contractor”), (together, the “Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 7, 2025, (the “Agreement”) for the Contractor 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 the Scope of Work exhibit, and 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 **May 7, 2025**, and will expire on **May 6, 2028**, (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, including, without limitation, for up to one (1) additional one (1) year terms, including additional funding, at the City’s sole discretion, if it becomes available. 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 **SIX HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$689,832.00)** (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-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor’s risk and without authorization under the Agreement.”

3. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

4. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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: CASR-202683119-01_202578862_01
Contractor Name: DENVER BOTANIC GARDENS, INC.

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:

CASR-202683119-01_202578862_01
DENVER BOTANIC GARDENS, INC.

By: Signed by:
John Calderhead
F8535D067D8D409...

Name: John Calderhead
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1: Scope of Work

Summary

The Contractor is advancing food and climate justice through local food production and programs that foster a resilient and vibrant food system with the establishment of the Solar Garden project. Through the Renewable Denver Community Solar (RDCS) program, the City and County of Denver's Climate, Action, Sustainability and Resilience Office (CASR) supported the installation of 1.2MW of solar photovoltaic panels, designed to accommodate the co-location of crops and enhance sustainability in agriculture on site. With CASR's continued support, the Contractor will develop, implement and manage the horticultural operations, food distribution, research, workforce training, and education programs associated with approximately 5-acre agrivoltaics operations to compliment the RDCS solar program. The Contractor will distribute produce from the solar garden site in collaboration with community partners, through no-cost grocery, CSA, pantry models, or similar to food insecure neighborhoods throughout Denver. The site and project will showcase innovative local food production coupled with clean energy production, EV technology, and green workforce training, while promoting improved land stewardship, resource management, community engagement and food security.

Objectives:

- Invest in sustainable and resilient local food production methods and increase the number of acres utilized for horticulture production to supporting Denver's local food system.
- Increase access and distribution of healthy, affordable, and culturally appropriate food for all people in Denver, prioritizing disproportionately impacted communities.
- Support the research and potential of coupling solar and agriculture to improve crop yields and crop resistance in extreme weather, such as droughts, heat, and hail, as well as decreased evaporation of water from soil and potential reduced irrigation requirements.
- Farmers, youth, and community members are educated, trained and/or exposed to agrivoltaics techniques, opening opportunities to competitive career pathways in the fields of research, renewable energy, and natural resource management to support Denver's just transition into a climate-resilient city for all.

Public Purpose:

This project serves a public purpose to advance food and climate justice in Denver by investing in local food production and programs that foster a resilient and vibrant food system. Further, this project will support a systems change approaches that help address the root causes of food and climate insecurity through the investment in innovative food systems infrastructure, food environment, and community connectivity. This project shall:

- Increase access to fresh, nutritious food for residents in vulnerable neighborhoods.
- Enhanced community knowledge and awareness of nutrition, healthy eating, and sustainable agriculture methods coupled with clean energy production.
- Support stronger partnerships between agrivoltaics, community organizations, and residents.
- Reduce food insecurity and improve overall community health.

TASK 1. Project Management & Project Plan Development

The project will kick-off with a facilitated meeting to refine project plan, timelines, and communication & reporting protocols. The kickoff meeting shall include key team members from CASR as well as other stakeholders and City staff identified by the City. Based on this kickoff meeting, and in consultation with CASR, the Contractor shall develop a revised work plan. The Contractor will hold regularly scheduled

project management meetings throughout the contract term, to be determined upon initiation of contract, to coordinate project details, review project materials, schedule outreach, and provide any updates related to the project budget, timeline, reporting and deliverables.

Deliverables, to be completed in month 1 of contract:

- Revised project plan to include refined deliverable timelines, metrics and reporting protocols, using a format to be determined by CASR.
 - Evaluation & Metrics: Suggested evaluation methods and metrics are included but not limited to those listed in this below. Contractor and designated CASR staff will review, refine and co-create evaluation methods and reporting metrics in the project kick-off meeting and as necessary throughout the contract.
- Schedule regular project management meetings, at a cadence to be determined upon initiation of contract, to include meeting agendas, facilitation, and notes.

TASK 2. Site Preparation, Capacity Building & Infrastructure Setup:

Contractor will complete steps necessary for solar garden site preparation, program capacity building, and new infrastructure installation & activation.

Deliverables, to be completed in Months 1 to end of contract as needed:

- Hire & onboard program staff
- Installation of walk-in cooler, food storage & food processing supplies
- Procurement of horticulture equipment & supplies, seeds, & transplant supplies
- Acquisition of trailers, utility vehicles (UTVs), and EV vehicles
- Acquisition and installation of research equipment & supplies

Evaluations & Metrics:

- Number of new job(s) created
- EV transition baseline data (i.e. miles, gas usage, etc.)
- Baseline for soil health & environmental site conditions (nutrients, soil moisture, soil temps, etc.)

TASK 3. Horticulture Operations & Food Distribution

The Contractor is responsible for establishing and maintaining the solar garden to grow, harvest, process and deliver farm-fresh fruits and vegetable on a regular cadence (i.e. weekly, as the seasonality and harvest allow). For food distribution, Contractor will prioritize areas with limited access to grocery stores or fresh food outlets (target neighborhoods & priority populations) and food distributions shall be coordinated in partnerships with community centers, human resource centers, non-profit or governmental agencies throughout the City of Denver. Contractor will support a hyper-local agricultural economy, reduce environmental impact of the food supply chain, and reduce site vulnerability by incorporating EV and solar technology into their operations.

Deliverables, to be completed in Months 1 to end of contract as needed:

- Seed-to-harvest work and ongoing farming operations at solar garden site
- Food processing/wash-pack, coordination & logistics, food delivery & distribution

Evaluations & Metrics:

- Beds in Production
- Harvest totals & pounds of produce distributed/donated
- Variety of produce grown & distributed
- Soil health & environmental site conditions (nutrients, soil moisture, soil temps, etc.)
- Partnerships created/maintained
- Families/individuals served & demographic information when feasible (i.e. neighborhood location, household income, etc.)
- Participant/food recipient qualitative input and feedback (pre & post)

TASK 4. Research & Monitoring

Contractor will conduct research, monitoring and/or analysis of agrivoltaics site and operation. Agrivoltaic research and monitoring shall help optimize the co-location of agriculture and solar power, leading to improved food and energy production, increased land use efficiency, and enhanced environmental sustainability. Research and monitoring data may be used to help identify best practices for integrating crops with solar panels, maximizing crop yields under partial shade, and ensuring the long-term viability and profitability of agrivoltaic systems.

Deliverables. to be completed in Months 1 to end of contract as needed

- Data collection & monitoring in partnership with National Renewable Energy Laboratory (NREL)

Evaluations & Metrics:

- Crop yield (per plant or per bed, average weight of each fruit/leaf/root)
- Crop physiology (leaf size, leaf thickness, plant height, photosynthetic rate, etc.)
- Crop phenology (seasonality, i.e., timing of flowering, fruiting, harvest)
- Crop toxicity (heavy metals in the leaves)
- Soil (organic matter/carbon, macro/micronutrients, pH, soil microbiology, heavy metals, bulk density)
- Microclimate (air temp, soil temp, soil moisture, humidity, wind, irradiance/shading)
- Pest/disease impacts
- Farmer health impacts (estimated skin temperature changes from AV microclimate)
- Impacts of irrigation rates (e.g., cutting the irrigation to 50%)

TASK 5. Education & Community Engagement

The Contractor will develop and facilitate a variety of community and youth education programs, including but not limited to volunteer opportunities, educational workshops, tours, and fieldtrips, which center the newly established agrivoltaic solar garden, which showcases clean energy generation coupled with local food production. The Contractor will create curriculum and programs designed to educate and expose the Denver community and beyond of the potential benefits of agrivoltaics including water conservation, crop yields, increased habitat, improved soil, crop protection, economic opportunity, etc.

Deliverables, to be completed in Months 1 to end of contract as needed:

- Develop educational programs and curriculum in collaboration with the Colorado Agrivoltaics Learning Center and NREL
- Offer guided tours and/or field trips of solar garden
- Educational program delivery (i.e., workshops, group workdays, classes, etc.)

Evaluations & Metrics:

- School/ Youth Programs: Number of contact hours, participants, and participating schools
- General Education & Engagement Programs: Number of tours offered, participants, classes
- Number of new curriculums or programs developed
- Participation numbers & demographic information when feasible (i.e. student grades, free & reduce lunch %, title I school classification, multilingual learners, neighborhood, etc.) tours/occurrences engaged & volunteer hours
- Participant surveys/ qualitative feedback on programs (surveys, testimonials, etc.)

TASK 6. Training & Upskilling

The Contractor’s relevant staff shall register and participate in workforce training opportunities focused on agrivoltaics operations and EV maintenance to better prepare and upskill for the organization’s operational development and transition.

Deliverables, to be completed in Months 1 to end of contract as needed:

- Contractor’s mechanics, maintenance and other relevant/impacted staff may register and participate in trainings and/or courses focused on high voltage, electrical maintenance, EV technician training or similar.
- Contractor’s farmers, crew, education team and other relevant/impacted staff may register and participate in trainings, consultations, and/or courses on agrivoltaics.

Evaluations & Metrics:

- Number of hours in training, number of classes or workshops attended, participation hours & number of hands-on training hours
- Reporting of learning objectives met in quarterly reports
- Participant surveys/ qualitative feedback on programs (surveys, testimonials, etc.)

TASK 7. Additional Services as Needed

Should the CCD need additional services from the Contractor for work within the defined scope and budget in the Agreement, CCD will issue a written request to the Contractor. Contractor will provide a quote for the time and materials needed for the work. The contractors’ rates will remain the same as listed in Exhibit-B Rate table. CCD will give approval to proceed in writing before the Contractor begins work.

Reporting

Contractor is responsible for all reporting, invoicing, and deliverables as determined by CASR, including but limited to the following:

- Contractor will submit data reports at a cadence determined by the CASR team, using a report designed and administered, and/or approved by CASR.
 - Qualitative and quantitative data collection to be reported on include but are not limited to:
 - Metrics & evaluation methods identified in Tasks 1- 6
 - Communications such as storytelling, photo sharing, and testimonials
 - Contractor will submit a final report within thirty (30) days after the end of the contract, with formatting and content to be determined by CASR.

- Contractor will meet with appointed CASR staff for in-person site visits at a cadence determined by CASR, or at least bi-annually.

Receipt & Invoicing Requirements

Contractor will submit invoices monthly or at a cadence established by CASR.

- Invoices must include receipts for each non-labor allowable expense. Receipts must clearly indicate item(s) purchased, total cost, quantity purchased, and date.
- For work performed by subcontractors', the Contractor shall provide a copy of the subcontractor invoice, or a copy of check or payment confirmation made out to the subcontractor.
- Invoices without proper receipts or illegible will be returned to the Contractor. If a proper receipt cannot be provided, the expense will not be payable by CASR and must be removed from the invoice.

Cost Principles, Allowable Costs and Unallowable Costs

Other program costs are permitted provided they are reasonable, allocable, and directly related to the Scope of Work and necessary for the completion of the requested services. Expenses not explicitly listed may be approved by the Project Manager. The Contractor must obtain prior written authorization from the Project Manager before incurring any such unlisted expenses.

All costs must be reasonable and allocable. This cost requirement applies to all labor, materials, equipment, and contract costs awarded for the performance of eligible work. The following factors guide the determination of reasonableness and allocability:

Reasonable: A cost may be considered reasonable if the price is not more than what a prudent and reasonable person would pay in the same or similar circumstances for the same or similar item. These questions should be asked to know if a cost is reasonable:

Is the cost necessary for the completion of a deliverable under the agreement and directly tied to the performance of eligible work?

1. Is the cost in line with market prices for similar goods or services?
2. Was transaction conducted in line with sound business practices, where both parties act independently, without any personal relationships or pressure influencing the price or terms?
3. Did the individuals involved take appropriate steps to ensure the expenses were necessary and not excessive under the circumstances?
4. When compared across situations that are essentially the same, is the cost uniform across similar scenarios, without favoritism towards one party?

Allocable: A cost may be considered allocable if the purchase has a clear link to the project and demonstrably contributes to its value. These questions should be asked to assess the allocability of a cost:

1. Is the cost incurred solely to benefit work required by the agreement?
2. If the cost benefits multiple activities of the contractor, has the cost been reasonably divided into proportions so that CCD is only paying for the benefit it receives?

Exhibit B-1: Budget

Subject to the Maximum Contract Amount stated in the Agreement and the full performance of the Scope of Work, the Executive Director or the Executive Director’s designee has the authority to make adjustments to the budget to reallocate funds from one line item to another. Each adjustment to the budget must be made in writing and must be signed by the Executive Director or the Executive Director’s designee.

CASR will only be invoiced for actual time expended. Hourly billing rates for the project team are detailed in **Attachment 1** (Rates Tables for prime and subcontractors). As per Exhibit A, any expenses not explicitly listed may be approved by the Project Manager, provided they are reasonable, allocable to the work under this Agreement, and directly related to the Scope of Work and necessary for the completion of the requested services. The Contractor must obtain prior written authorization from the Project Manager before incurring any such unlisted expenses.

Budget Categories		
Program Supplies		
Items/Expense Categories	Description of Item/ Expense Category	Item/ Expense Category Cost
Horticulture Equipment & Program Supplies	Including but not limited to: <ul style="list-style-type: none"> • Soil Amendments & Site Preparation Supplies (i.e. compost, nutrients, amendments for soil restoration and supplies/tools for site preparation) • Seeds, Seeding, and Transplant Supplies (i.e. vegetable seed, cover crop seed, research trail seed, transplants, direct seeders, and seed inoculants) • Seed-to- Harvest Supplies (i.e. agricultural fabrics & tarps; pest, disease and weed management supplies; hand, harvest and garden tools; garden education supplies, and interpretational signage) • Food Storage and Wash/Pack Buildout (i.e. walk-in refrigerator/Coolbot, infrastructure buildout and cement pad, construction services, food transportation including mileage reimbursement, and food safety supplies) 	\$ 65,300.00
EV Vehicle(s)	Including but not limited to: <ul style="list-style-type: none"> • EV pick-up truck (ford lightening or similar), • EV refrigerated truck/vehicle for food delivery and distribution • E-cargo bikes • Utility vehicle(s), attachments, and corresponding tools and hardware to be utilized in growing site (may or may not be EV) • Maintenance and repair costs for vehicles 	\$ 177,000.00

Research and Evaluation Equipment & Supplies	Including but not limited to research equipment and supplies (i.e. sensors, datalogger, calibration, modems, chargers, signage, mounting and install)	\$ 3,000.00
Total Program Supplies		\$ 245,300.00
Program Operating Expenses	Description	Cost
Workforce Training, Upskilling & Educational Support	Including but not limited to workforce trainings and materials (handbooks, online trainings, courses, classes, workshops or consultations) to prepare DBG staff for agrivoltaic, EV transition, research, and site operations (i.e. agrivoltaic, upskilling for high voltage training). As well as necessary safety, supplies & PPE and proper attire for farmers/interns/crew as needed.	\$ 22,500.00
Personnel and Administrative Services	Description of Work	Cost
Program Administration Personnel Services	Program administration and services related solar garden project, including but not limited to program establishment, project management, site preparation & maintenance, horticultural operations & seed-to harvest work, food distribution, curriculum development, education & engagement, workforce training & upskilling, research & monitoring, program evaluation and reporting.	\$ 359,320.00
Total Direct Costs		\$ 627,120.00
Total Indirect Costs (10%)		\$ 62,712.00
Total		\$ 689,832.00

ATTACHMENT 1 - RATES

All RATES quoted shall be firm and fixed for the specified contract period.

PRIME POSITIONS

Prime: Denver Botanic Gardens

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Head Farmer/ Assistant Manager	Management & Project Plan Development; Site Preparation, Capacity Building & Infrastructure Setup; Horticulture Operations & Food Distribution; Research & Monitoring; Education & Community Engagement; Training & Upskilling; Reporting & Invoicing	\$42.50 – \$46.00
Education & Food Distribution Coordinator/ Assistant Manager	Management & Project Plan Development; Site Preparation, Capacity Building & Infrastructure Setup; Horticulture Operations & Food Distribution; Research & Monitoring; Education & Community Engagement; Training & Upskilling; Reporting & Invoicing	\$42.50 – \$46.00
Assistant Director of Farm Programs / Program Manager	Project Management & Project Plan Development; Site Preparation, Capacity Building & Infrastructure Setup; Horticulture Operations & Food Distribution; Research & Monitoring; Education & Community Engagement; Training & Upskilling; Reporting & Invoicing	\$52.00 – \$70.00
Farm Crew / Maintenance Crew / Harvest Crew / Seasonal Researcher	Support Horticulture Operations & Food Distribution; Research & Monitoring; Education & Community Engagement; Training & Upskilling	\$21.53 – \$25.00