

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 **BOYS AND GIRLS CLUBS OF METRO DENVER, INC.**, a Colorado nonprofit corporation, whose address is 2017 West 9th Avenue, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 2, 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 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 **SEVEN HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND SEVEN CENTS (\$765,165.07)** (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. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-Amendment01 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to **Exhibit A-Amendment01**.

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

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-202264311-01/ENVHL-202159268-01
Contractor Name: BOYS AND GIRLS CLUBS OF METRO DENVER, 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

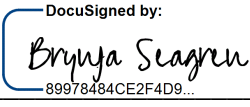
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202264311-01/ENVHL-202159268-01
BOYS AND GIRLS CLUBS OF METRO DENVER, INC.

By:  _____

Name: Brynja Seagren
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A_Amendment01

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 ("HFDK") Initiative and Boys and Girls Club of Metro Denver, 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.

Boys and Girls Club of Metro Denver has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- **\$306,174** for Term 1 (August 1, 2021 – July 31, 2022)
- **\$458,991.07** for Term 2 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$ 765165.07**

II. Program Services and Descriptions

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

Grantee will allocate 75% of the BGCMD Health Coordinator's salary to this grant. This position brings greater program cohesion, consistency, impact, oversight, and expansion to Denver Clubs. This position will support direct-service staff who deliver programming, and this position occasionally leads programming efforts with youth when needed. Services below will be offered year-round except where otherwise noted. In addition, the Health Coordinator's supervisor, Manager of Healthy Lifestyles, will allocate 15% of their salary to this grant for overall supervision and oversight of the use and administration of this funding as well as overall programming efforts.

Ten Denver Clubs will participate within this funding; the Club Directors and Program Managers at each of these Clubs will allocate between 10-15% of their salary to this grant.

Nutrition Education: On-site gardening during the spring and summer - a structured gardening and educational programming across all Clubs with garden access, facilitated by well-trained staff. Accessible every weekday during spring/summer to approximately 500 frequent attenders.

Educational field trips to farms, public gardens, farmers markets, etc. such as Denver Botanic Gardens and The Urban Farm. All Clubs will have consistent resources to allow for frequent field trips that teach kids about farming, how to shop for and maintain a healthy diet on a budget, and about the food system, while helping them develop a liking for healthy



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foods. Approximately 1 trip per Club per month x 7 kids/trip x 10 Clubs = approximately 70 participants per month in year 2.

Youth and family cooking classes. With a Health Coordinator in place who can both coordinate overarching program elements across Clubs and run direct programming as needed, classes will be offered more frequently, more equitably across the city, and be more effective. Approximately 7 kids per class x 2 classes per Club/semester x 2 semesters x 10 Clubs = approximately 280 children per year (potentially includes duplicates) in year 2.

Weekend food boxes-. Each Club will distribute five GrowHaus boxes which include fresh, healthy foods each week to five families (per Club). Contents will vary, but include a variety of fruits, veggies, eggs, and bread. These boxes supplement shelf-stable ingredients families have access to through other providers like local food pantries or WIC/SNAP and offset grocery store purchases. Grantee will aim to balance cost-efficiency, local procurement, seasonal foods, waste reduction, cultural relevancy, and last-mile delivery options. Each box will include enough food to supplement meals for one week for up to four people. Boxes will be picked up by parents/caregivers when they pick their child up, or delivered to homes under special circumstances. BGCMD estimates that a targeted group of roughly 200 kids will consistently utilize this weekly service.

Quarterly Meal-Based Family Nights. With this funding and the support of our Health Coordinator, each Club will offer quarterly family nights featuring a healthy and culturally relevant meal. This activity uses a 2-generation approach that both supports youth directly, as well as indirectly by supporting their caregivers. We anticipate 20 families (approximately four individuals (4) per household) will be served at each Club for a total of 720 individuals (180 families) served- annually (including duplicates).

B. Increased field trips, nutrition education, and cooking classes will be led directly by Health and Youth Development Specialists. Club Directors and Program Managers will dedicate increased time toward food provision efforts (direct weekend food box organization and distribution).

C. Implementation and Timeline:

- i. August 2022 – End of 2022
 1. Continue program improvement, expansion, structure/planning, and adjustments
 2. Continue offering services, including family enrollment in SNAP and WIC
 3. Order and install kitchen appliances (milk coolers, update of old appliances)
 4. Fall semester programming begins mid-August. Begin:
 - a. weekly distribution of food boxes at all sites



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- b. at least one field trip per Club/month, 2-3 cooking classes per Club, daily meals and snacks, and ongoing/ad hoc resource navigation/benefit enrollment assistance.
 - c. host fall quarterly family meal night
 - d. Track and monitor outcomes and spending, confer with families and kids, adjust programming based on their wants and needs
 - e. Convene implementation team to discuss grant progress and make adjustments
5. January 2023 – February 2023
- a. Continue:
 - i. weekly distribution of food boxes
 - ii. at least one field trip per Club/month, 2-3 cooking classes per Club, daily meals and snacks, and ongoing/ad hoc resource navigation/benefit enrollment assistance.
 - iii. host winter and spring quarterly family meal nights
 - iv. Begin gardening in the spring
 - v. Formally and informally confer with program participants on ongoing basis to meet wants and needs
 - vi. Track and monitor outcomes and spending, adjust as needed
6. March 2023
- a. Convene implementation team to discuss grant progress, propose community-informed adjustments, begin planning for year three renewal process.
7. May 2023
- a. School-year ends - short programming break before summer begins
8. June 2023 – July 2023
- a. 8-9 weeks of summer programming commences in early June and runs through the end of July
 - b. Continue:
 - i. weekly distribution of food boxes
 - ii. ongoing monthly field trips, cooking classes, partner programming, daily meals and snacks provided through no-cost, non-HFDK sources like Food Bank of the Rockies and Denver Public Schools, and resource navigation/benefit enrollment assistance.
 - iii. host winter and spring quarterly family nights
 - iv. Continue robust gardening and field trip programming
 - v. Formally and informally confer with program participants on ongoing basis to meet wants and needs. Use feedback to make adjustments in short-term and going into renewal process.



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9. July 2023

- a. Grant-year 2 ends
- b. Prep for year three: reconvene implementation team and repeat plan from the beginning, with modifications from lessons learned.

III. Program Locations:

A. The program will be taking place at the following neighborhoods:

Chaffee Park, Cole, Green Valley Ranch, Lincoln Park, Mar Lee, Montbello, Northeast Park Hill, West Colfax, Westwood

| Club Name | Address |
|--------------------------------------|--|
| Arthur Johnson Boys & Girls Club | 3325 W 16th Avenue, Denver, CO 80204 |
| Beach Court Boys & Girls Club | 4950 Beach Court, Denver, CO 80221 |
| Broncos Boys & Girls Club | 4397 Crown Boulevard, Denver, CO 80239 |
| Cole Boys & Girls Club | 3240 Humboldt St, Denver, CO 80205 |
| Cope Boys & Girls Club | 808 Inca St, Denver, CO 80204 |
| Green Valley Ranch Boys & Girls Club | 4635 Walden St, Denver, CO 80249 |
| Johnson Elementary Boys & Girls Club | 1850 S Irving St, Denver, CO 80219 |
| Owen Boys & Girls Club | 3480 W Kentucky Avenue, Denver, CO 80219 |
| Vickers Boys & Girls Club | 3333 Holly St, Denver, CO 80207 |
| CSLA Boys & Girls Club – new site | 7001 Lipan St, Denver, CO 80221 |

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



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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.

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



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| 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 |
| Other reports as reasonably requested by the City. | To be determined (TBD) | TBD | TBD |

C. Evaluation Support

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

II. Budget

A. Budget

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

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



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- 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 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



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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-1

Healthy Food for Denver's Kids Program Budget

| | | | | |
|-----------------------------------|---|------------------------|---------------------------------|--|
| Organization Name | Boys and Girls Clubs of Metro Denver | | | |
| Term | Year 2 | | | |
| Request for Proposal Name | Healthy Food for Denver's Kids(HFDK02) | | | |
| Budget Categories | | | | |
| Food and Supplies | | | | |
| Item | Description of Item | Quantity | Per Item Cost | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Program Supplies | Program supplies for cooking classes, gardening, and other necessary supplies to conduct healthy foods programming and activities. Estimated monthly cost per Club is \$100. | 120 | \$ 100.00 | \$12,000.00 |
| Monthly Club Food Allowance | A monthly allowance to be provided to each club to be used for family nights, healthy daily snacks and meals, and various Denver Club events. Estimated monthly cost per Club is \$500. \$500/month x 12 months x 10 Clubs | 120 | \$ 500.00 | \$60,000.00 |
| Kitchen Appliances | Funding will be utilized to purchase milk coolers and update/repair various kitchen appliances as needed. The cost is approximately \$1,200/Club. | 10 | \$ 1,200.00 | \$12,000.00 |
| | | | | \$0.00 |
| Food Boxes | Food boxes through GrowHaus will be provided for five families/week at each of the Clubs. The boxes will include a variety of fresh produce, eggs, and bread. Each box averages \$40/week. \$40/box (avg) x 5 boxes/Club x 45 weeks x 10 Clubs | 2,250 | \$ 40.00 | \$90,000.00 |
| Total Food and Supplies | | | | \$174,000.00 |
| Program Operating Expenses | | | | |
| Item | Description of Item | Quantity | Per Item Cost | from Healthy Food for Denver's Kids Initiative |
| Program Partners & Field Trips | Clubs will provide opportunities for program partners (in-Club experiences) and field trips to expose youth to a variety of experiences across metro Denver that align with the goals of HFDK. This could include: farms, farmers markets, restaurants, culinary schools, botanical gardens, cooking classes, among many other options. | 120 | \$ 125.00 | \$15,000.00 |
| Professional Development | Professional Development for the Health Coordinator and/or Manager of Healthy Lifestyles to strengthen and enhance programming, in order to better support Club staff. | 1 | \$ 1,000.00 | \$1,000.00 |
| Mileage | Estimated mileage costs for the Health Coordinator and Manager of Healthy Lifestyles of travel amongst the 10 Clubs to support programming efforts. Each position will travel approximately 58 miles per month and BGCMD utilizes a rate of \$0.585/mile. | 1392 | \$ 0.59 | \$814.32 |
| Total Operating Expenses | | | | \$16,814.32 |
| Salary Employees | | | | |
| Position Title | Description of Work | Percent of Time | Salary + Fringe Benefits | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| Health Coordinator | This position is responsible for the overall coordination and management of all HFDK grant activities across all ten Clubs. | 75% | \$ 56,284.80 | \$42,213.60 |

| | | | | |
|--|---|-----------------|----------------------|--|
| Manager of Healthy Lifestyles | This position oversees the Health Coordinator and ensure the proper management and appropriate funding allocation for HFDK, as well as the overall supervision of program activities and curriculum. | 10% | \$ 56,375.00 | \$5,637.50 |
| Club Directors | Club Directors oversee the operations across individual Clubs which include the management of external funding, coordinating and purchasing food, coordinating field trips and external partners, as well as the overall daily schedule of activities which include healthy lifestyles curriculum. Each Club Director will allocate between 10-15% of their time to the scope of this work. Salaries of Club Directors vary depending on length of service and experience whereas all 10 Club Director's salaries total: \$610,339.14 annually | 10-15% | 553964.14 | 81831.23 |
| Program Managers | Program Managers support the overall operations across individual Clubs and play a significant role in the management of and purchasing of food and supplies, coordinating field trips and program partners, as well as the overall daily schedule of activities, which include healthy lifestyles curriculum and events. Each Program Manager will allocate between 10-15% of their time to the scope of this work. Salaries of Program Managers vary depending on the length of service and experience whereas the salaries of all 10 Program Managers total: \$446,444.20. | 10-15% | 446444.2 | 59026.24 |
| Fringe | BGCMD allocates 20% of fringe (payroll taxes and health benefits) on all salaries allocated to grants/contracts. | 20% | 188708.58 | \$37,741.72 |
| | | | | \$226,450.29 |
| Other / Miscellaneous | | | | |
| Item | Description | Quantity | Per Item Cost | Total Amount Requested from Healthy Food for Denver's Kids Initiative |
| | | | | \$0.00 |
| Total Other | | | | \$0.00 |
| TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other) | | | | \$417,264.61 |
| Indirect | | | | |
| 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 | | | 10% of Direct Costs |
| TOTAL INDIRECT COSTS | | | | \$41,726.46 |
| TOTAL AMOUNT REQUESTED FROM HFDK | | | | \$458,991.07 |

Total Contract Maximum Amount (August 1, 2021- July 31, 2023)

\$765,165.07