

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 **STONE SOUP INC.**, a Colorado nonprofit corporation, whose address is 285 South Williams Street, Denver, Colorado 80209 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 13, 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, 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, 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**” Subsection 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 ONE THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$901,145.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for

any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement. ”

3. Section 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** 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**.

6. **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**.

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

8. 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-202264167-01/202159270-01
Contractor Name: STONE SOUP 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-202264167-01/202159270-01
STONE SOUP INC.

By:  _____
8CF31158751C4G6...

Name: Matt Salis
 (please print)

Title: Executive Director
 (please print)

ATTEST: [if required]

By: _____

Name: _____
 (please print)

Title: _____
 (please print)



EXHIBIT A-1

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 Stone Soup Inc. dba Stigma 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.

Stone Soup Inc. dba Stigma has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- **\$419,645** for Term 1 (August 1, 2021 – July 31, 2022)
- **\$481,500** for Term 2 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$901,145**

II. Program Services and Descriptions

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

Procure food from farmers, ranchers and distributors (including grocers and food producers) and deliver it to various Denver Public Schools food pantries. At RiseUp and DSST Cole. The food is distributed to students and families by the social workers and other staff at those two schools. Added Schools with this first model: Kennedy High School, Contemporary Learning Academy, compassion Road Academy, Emily Griffith, DC21 & Prep Academy. At Ellis and Denver South, an extensive network of volunteers manages both pick-up and student/family distribution of food in cooperation with school administration. Added School with this second model: Merrill Middle School. We serve 11 DPS schools in total (up from 4 schools in original proposal).

Food and Supplies

Meat and Dairy – Grantee will work with Colorado ranchers and farmers to procure high quality, grass fed/grass finished beef, pork and lamb. Added chicken & bison. In addition to meat, we will provide milk and eggs, primarily from a local dairy. Added cheese & butter.

Produce- The fruits and vegetables come directly from Colorado farmers in season. In the winter and spring, grantee will procure produce from local fruit and veggie distributors who bring in produce primarily from California, Texas and Mexico.

Bread and Cooking Supplies (Other Misc. Foods)- Provide fresh, locally produced tortillas and raw, local honey and any other cooking supplies such as oils, flour or masa. Also, culturally relevant and seasonally requested items that don't fit cleanly in the categories above including local jams and holiday specialties.

Nutritious Snack - The food pantry at Denver South has been providing low-income students in after-school programs like athletics, theater, clubs, etc., with



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healthy after-school snacks for many years. Grantee will continue this and expand it to other school pantries. In addition to healthy store-bought snacks, grantee will work with a local culinary training program that does work training for homeless neighbors to produce healthy snack bars and trail mixes (Housed, Working and Healthy).

Program Operating Expenses

Equipment - Grantee will buy three cold storage units in the fall (one chest freezer with a capacity of 600 pounds of ground meat in one-pound packages, and two refrigerators). Funding will also be used to purchase some food shelving/storage units. The cold storage units have already been procured. Grantee will use these funds to purchase a trailer for food distribution. Equipment purchased during year one - complete. No additional equipment budgeted for year two, although we would like the option to replace or service any existing equipment that fails during year two if possible. If that happens, we will not exceed overall budget, but might shift funds from food to equipment.

Insurance - This will cover the expense of our liability insurance policy for our food work.

B. Roles

Sheri and Matt Salis, Stigma founders, will receive approximately \$20,000 each for finding and negotiating with ranchers and farmers, procuring all of the food, managing the accounting, delivering food to pantries, helping to set-up the pantries, results tracking, volunteer management, pantry staff coordination, grant writing, and (the best part) interaction with the kiddos we serve. Year two update: ED spends roughly 40% of time on this work, and requests \$40,000 in year two. Stigmatack manager continues at \$20,000. As instructed, we have added evaluation costs (less than 5% of total budget) as a line item in personal and administrative services: \$20,000.

C. Implementation and Timeline

Our food pantries at all four of our schools we serve are currently fully operational and are expected to serve over 1800 unique youth. Year two update: Eleven schools and over 2,000 unique youth.

- At Denver South, pantry will serve an average of 120 student families weekly for 50 weeks of the year.
- At DSST Cole, school pantry serves over 90 student families per week for 37 weeks
- At RiseUp, our pantry serves 33 student families per week for 37 weeks
- At Ellis, the pantry serves 45 student families and is every-other week, for 26 pantry events per year
- Distribution Center
- At Kennedy High School, the pantry serves 30 student families per week for 37 weeks.
- At CLA, the pantry serves 20 student families per week for 37 weeks.
- At Merrill Middle School, the pantry serves 39 student families per month for 9 months.



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- At Compassion Road Academy, the pantry serves 15 student families per week for 37 weeks.
- At Emily Griffith, the pantry serves 7 student families per week for 37 weeks.
- At DC21, the pantry serves 5 student families per week for 37 weeks.
- At Prep Academy, the pantry serves 5 student families per week for 37 weeks.

III. Program Locations:

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

Kennedy High School
2855 S Lamar St, Denver, CO 80227

Merrill Middle School in Corey Merril
1551 S Monroe St, Denver, CO 80210

Contemporary Learning Academy
200 E 9th Ave, Denver, CO 80203

Emily Griffith, D21, Compassion Road, & Prep Academy Downtown
1000 Cherokee St, Denver, CO 80204

DSST Cole:
3240 Humboldt St, Denver, CO 80205

Denver South High School:
1700 East Louisiana Ave, Denver, CO 80210

RiseUp Community School:
2342 Broadway, Denver, CO 80205

Ellis Elementary:
1651 S Dahlia St, Denver, CO 80222

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.).

I. 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 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.

I. 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**

II. Invoice

A. Invoice

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

III. 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.

IV. 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



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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.

V. 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

Healthy Food for Denver's Kids Program Budget

Organization Name	Stigma (Legal Name: Stone Soup Inc.)				
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
Meat	Beef, Pork, Lamb, Chicken, Turkey, Bison, Primarily from Local Ranchers, Farmers & Butchers	Yes	10000	\$ 13.81	\$138,100.00
Produce	Fresh Fruits and Vegetables from Colorado Farmers (in season) and Local Produce Distributors	Yes	10000	\$ 18.54	\$185,400.00
Dairy/Eggs	Milk, Cheese, Butter & Eggs from Local Producers and Distributors	Yes	10000	\$ 5.76	\$57,600.00
Healthy Snacks	High Protein, Natural, No/Low Processed Sugar Snack Bars, Trail Mixes & Other Healthy Snacks	Yes	1000	\$ 1.00	\$1,000.00
Misc. Food	Seasonal and Culturally Relevant Items like Holiday Specialties and Ethnically Important Foods Not Included in Categories Above	Yes	1000	\$ 17.90	\$17,900.00
Total Food and Supplies					\$400,000.00
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
Insurance	Liability Insurance Directly Related to Food Work	Yes	1	\$ 1,500.00	\$1,500.00
					\$0.00
Total Operating Expenses					\$1,500.00
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	Distributors. Procure Food, Deliver Food to DPS Schools, and Help Set-Up Pantries for Distribution	Yes	0.4	\$ 100,000.00	\$40,000.00
Stignattack Manager	Procure Food, Deliver Food to DPS Schools, and Help Set-Up Pantries for Distribution	Yes	0.33333333	\$ 60,000.00	\$20,000.00
Evaluation	Data Tracking & Evaluation	Yes	1	20000	\$20,000.00
Total Personnel Services					\$80,000.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$481,500.00
TOTAL AMOUNT REQUESTED FROM HFDK					\$481,500.00

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

\$901,145