

SECOND AMENDATORY AGREEMENT

This **SECOND 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 **SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER, COLORADO**, a political subdivision of the State of Colorado, whose address is 2320 West 4th Avenue, Denver, Colorado 80223 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated February 2, 2021, and an Amendatory Agreement dated December 10, 2021, (collectively, 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 **December 15, 2020**, and will expire on **July 31, 2023** (the “Term”). The Term of this Agreement may be extended by the City under the same terms and conditions 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 SEVENTEEN THOUSAND**

ONE HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$717,127.00) (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. **Exhibit A and Exhibit A-01** are hereby deleted in its entirety and replaced with **Exhibit A-02 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A and Exhibit A-01** are changed to **Exhibit A-02**.

4. **Exhibit B and Exhibit B-01** are hereby deleted in its entirety and replaced with **Exhibit B-02 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B and Exhibit B-01** are changed to **Exhibit B-02**.

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

6. This Second 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-202263895-02- ENVHL-202055488-02
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO,

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: ENVHL-202263895-02-ENVHL-202055488-02
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO,

By: _____


Name: _____
Jeremiah Johnson
(please print)

Title: _____
Jeremiah Johnson
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-02

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and Denver Public Schools Career and College Success ("DPSCC"). DPSCC 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.

DPSCC has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- **\$529,350** for Term 1&2 (December 15, 2020 – July 31, 2022)
- **\$187,777** for Term 3 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$717,127**

II. Program Services and Descriptions

- A. DPSCC will be granted funds for the following:

The HFDK funding will be allocated to the indoor hydroponic classroom's supplies and materials, at Bruce Randolph School and continue to develop and implement its farm-based curriculum and afterschool programming through a lead teacher stipend and farm manager. HFDK will fund the farm manager's salary and lead teacher stipend. Under the Farm Manager's supervision, students will learn to perform all operational duties of the farm, from seeding, transplanting, and harvesting crops to learning about food justice and leadership in their classroom and afterschool activities.

A third-party consultant, Teens For Food Justice (TFFJ), will provide ongoing training and professional development to the Farm Manager in farm operations as well as technological upgrades to farm systems as needed. TFFJ's team will support the continuing work with the school's teaching staff to develop and implement standards-aligned curricula for all STEM and Health classes that will integrate into the farm and will provide Professional Development on their content and delivery. This team will also provide curriculum and Professional Development related to the school's afterschool leadership -focused program.

Bruce Randolph School students will use the indoor hydroponic farm developed in partnership with TFFJ to actively engage in the concepts of food justice, equity, farming, and food skills through the farm, thereby increasing the number of DPS students exposed to quality food, healthy meals, food skills and a comprehensive understanding of nutrition.

Throughout the school year, the CareerConnect Work-Based Learning team will provide students with work-based learning opportunities, such as job shadows, in partnership with local farms, food manufacturing businesses, and agricultural technology companies. DPSCC will align any career readiness activities with DPS academic testing.



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One hundred percent of the food grown on the farm will be consumed by the students, families and communities of Bruce Randolph School. DPS Food and Nutrition Services has also agreed to purchase as much of the produce from the farm for the school cafeteria as is needed. Whatever is purchased will go to improve the quality of school lunch for most students and will be provided at no additional charge to student lunches. Any food that is not provided to students through the cafeteria or other regular distribution will be used to educate students about agribusiness systems through a farm market where food boxes will be distributed to the greater community.

DPSCC will partner with HFDK to expand activities to include information about federal nutrition assistance programs (e.g. providing SNAP, WIC, P-EBT, etc. enrollment resources for youth to bring home) and will tap into existing resources like Food Bank of the Rockies [Totes for Hope](#) weekend backpack program or other [school nutrition programs](#) administered by the Colorado Department of Education as needed/applicable.

DPSCC will also produce bilingual marketing materials to send home with students and distribute throughout the community to ensure a cohesive process of relationships with all stakeholders in the Bruce Randolph Community and beyond. Furthermore, as well as their own CareerConnect building contagious excitement amongst community, district, and the state, future Bruce Randolph students will collaborate to create a meaningful and highly anticipated ground breaking ceremony.

B. Roles:

The student-operated hydroponic farm program will be managed among the teams listed below:

- **DPS' CareerConnect team** is composed of educational and industry-related professionals who aim to ensure high-quality classroom opportunities). Traci Sanchez, Career Pathways Specialist will manage the grant implementation and evaluation processes in partnership with Teens for Food Justice leadership. Together, along with the DPSCCS work-based learning team students will participate in Work-Based Learning experiences tied to the classes within each career pathway. CareerConnect has become an internationally recognized model, providing consulting and toolkits to districts and other entities across 20 states and 6 countries.
- **Teens for Food Justice (TFFJ)** is the anchor team providing expertise for the main project objective: building a student-led hydroponic farm in a Title I School. Formed in 2013, TFFJ currently operates hydroponic farms in five co-located Title I middle and high school campuses across New York City, serving 18 schools and more than 7,000 students through its combined food distribution, STEM class integration, and afterschool programming. TFFJ's spring 2019 annual external program evaluation shows that 100% of participating students report understanding how nutritious food makes a positive difference in their health; 95% see themselves having leadership ability to advocate for food justice; 81% believe they have the motivation/knowledge to eat healthier foods; and 76% share their knowledge with friends and family. DPSCC will rely on TFFJ's experience to help with



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hydroponic systems operations, , curriculum development, teacher and farmer training, systematic supports and overall implementation guidance.

- **The Bruce Randolph School Educator Team** is led by Principal Melissa Boyd, who has a vested interest in ensuring that high-quality learning experiences are available for students. As a part of her vision of providing hands-on experiential education associated with urban agriculture, gardening, and healthy eating, Melissa has also secured a partnership with **Big Green Learning Gardens** to create an outdoor learning garden and is in the final stages of planning for an outdoor greenhouse which together with the indoor hydroponic farm, will create a year-round food provision system for Bruce Randolph students and their surrounding community. This vision has inspired 12 teachers to volunteer with cross-sectional farm development and maintenance. All Bruce Randolph science teachers are collaborating on integrating the farms into their curriculum, and three teachers will lead curriculum development in partnership with TFFJ, FFA Agricultural Education, and Big Green, ensuring an emphasis on food insecurity as a social justice issue. Lessons will be co-taught by a Bruce Randolph teacher along with a **full-time Farm Manager** who also manages the farm year-round.
- **The Bruce Randolph School Staff Community:** As this is an initiative that is meant to span throughout the entire school community and not just the Career and Technical Education department, school-wide information and professional development surrounding the farm will be delivered to all BR school staff to ensure that there is a deep understanding of the program and so each individual on the BR team can personally connect with the mission of the farm.
- **Partners:** In addition to the above, DPSCC and Bruce Randolph School teams have built relationships with community partners who will serve as advisors, work-based learning partners and mentors. These include but are not limited to: GrowHaus, FocusPoints Family Resource Center, UrbanGro, CSU Health and Human Services, CSU Ag Education, CSU SPUR Campus team, National Western Complex, the CSU Extension office, Emily Griffith Technical College, DPS Food and Nutrition Services, DPS Sustainability, Metro Caring, and SustainEd Farms.
- **Parents and families:** Additionally, DPSCC will schedule parent communication events utilizing channels such as the ELA DAC (English Language Learners District Advisory Committee) and EDUCA Radio (DPS operated radio station) to ensure clear and consistent information about the program is available in multiple formats for app families. The school will also utilize their own communication platforms including the weekly newsletter, social media, and website.
- **City of Denver businesses and community groups:** DPSCC and Bruce Randolph School team will prioritize sharing information with other local non profits who also support this community by providing food so that we can ensure systematic and streamlined efforts.

C. Program Locations:

The program activities will take place at the Bruce Randolph School, located at 3955 Steele St, Denver, CO 80205. This location is clearly accessible to its surrounding community through newly completed RTD bus stops as well as its proximity to the light rail at 40th and Steele.



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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.).

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



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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
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



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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%

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.



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- 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 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



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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-01

Healthy Food for Denver's Kids Program Budget				
Organization Name	Denver Public Schools			
Term	Year 3 (renewal)			
Request for Proposal Name	Healthy Food for Denver's Kids			
Budget Categories				
Program Operating Expenses				
Item	Description of Item	Quantity	Per Item Cost	Healthy Food for Denver's Kids
Equipment	replacement parts			\$20,000.00
Hydroponic Consulting	Team as they continue to learn the farm systems	200 hours	\$75.00	\$15,000.00
Experimental Carts	Microgreens			\$1,400.00
Merchandising and Marketing	etc. Mercado merchandise			\$1,500.00
Total Operating Costs				\$37,900.00
Curricular Expenses				
Classroom Supplies				\$4,500.00
After School Program Supplies				\$3,500.00
Individual Grow Kits	Individual hydroponic system for student's learning	300	\$20.00	\$6,000.00
Middle School Curriculum Creation	curricular resources			\$15,600.00
After School Curriculum Creation	curricular resources			\$7,500.00
Consultations		72 hours	75	\$5,400.00
Total Curricular Expenses				\$42,500.00
Personnel and Administrative Services				
Salary Employees				
Position Title	Description of Work	Percent of Time	Salary + Fringe	Healthy Food for Denver's Kids
Lead Teacher - stipend	activities alongside the Farm Manager and	100%	\$ 3,000.00	\$ 3,000.00
Farm Manager	activities alongside the Farm Manager and	100%	\$55,000.00	\$ 55,000.00
Total Personnel Services				\$58,000.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$138,400.00
Indirect				
Item	Description	Healthy Food for Denver's Kids		

7.27% Indirect rate (if applicable):	Denver Public Schools Approved Indirect Rate: 7.27%	
	TOTAL INDIRECT COSTS	\$35,537
	ADDITIONAL FUNDING FOR EVALUATION	\$5,000
	TOTAL AMOUNT REQUESTED FROM HFDK	\$178,937

