

THIRD AMENDATORY AGREEMENT

This **THIRD 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 School District No. 1, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 10, 2020, an Amendatory Agreement dated January 29, 2021, and a Second Amendatory Agreement dated August 30, 2021 (collectively, the “Agreement”) to provide the services set forth in Exhibit A, Scope of Work.

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, 2020**, and will expire on **July 31, 2023** (the “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 **EIGHT HUNDRED forty-seven THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS AND FOUR CENTS (\$847,595.04)** (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, Exhibit A-1, and Exhibit A-Amendment02** are hereby deleted in its entirety and replaced with **Exhibit A-Amendment03, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, and Exhibit A-Amendment02** are changed to **Exhibit A-Amendment03**.

6. **Exhibit B, Exhibit B-Amendment 1 and Exhibit B-Amend02** are hereby supplemented with **Exhibit B-Amend03, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-Amendment 1 and Exhibit B-Amendment02** are supplemented with **Exhibit B-Amend03**.

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

8. This Third 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:
Contractor Name:

ENVHL-202264170-03/ ENVHL-202055349-03
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

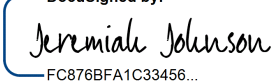
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202264170-03/ ENVHL-202055349-03
SCHOOL DISTRICT NO. 1 IN THE CITY AND
COUNTY OF DENVER AND STATE OF COLORADO

DocuSigned by:

FC876BFA1C33456...
By: _____

Jeremiah Johnson
Name: _____
(please print)
Jeremiah Johnson
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A Amendment03

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 West Campus Food Bank ("WCFB"). WCFB 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.

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

- **\$248,577** for Term 1 (August 1, 2020 – July 31, 2021)
- **\$242,828** for Term 2 (August 1, 2021 – July 31, 2022)
- **\$356,190.04** for Term 3 (August 1, 2022-July 31, 2023)
- Cumulative Maximum Contract Amount: **\$847,595.04**

II. Program Services and Descriptions

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

1. The West Campus Food Bank's primary goal is to address food insecurity of students attending West Middle and High Schools (The school has converted from two separate schools in one building into one middle and high school combination.), by continuing to provide fresh, healthy, nutritious food to students and families.

- WCFB will provide weekly healthy nutritious family food boxes and bags for a consistent food source that honors student taste preferences and cultural cuisine on a weekly basis.
- WCFB will supply healthy snacks during after school activities such as athletics, drama and tutoring via team coaches and teachers who report students need an extra nutritional boost on days that the food bank is not open, such as middle school and special needs students.
- WCFB will provide opportunities for students and parents to learn about nutrition and healthy lifestyles through Spanish and English flyers, nutrition units taught in classrooms by teachers, provide parent nutrition classes through the community liaison and design cooking kits for students to cook healthy meals for their families.

2. WCFB will also continue a process and system for food distribution that ensures efficiency and safety of grocery distribution and volunteer time and complies with COVID-19 regulations. WCFB will:



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SCOPE OF WORK

- renew and review procedures with established partnerships like Food for Thought, Food Bank of the Rockies, and We Don't Waste,
- increase food procurement from local and organic suppliers.
- streamline our process for receiving deliveries and picking up food supplies.
- work with students and staff to advertise the food bank and methods for access and direct feedback on grocery needs.
- create a customer data base to help determine amount and needs of boxed groceries
- create a safe food distribution process that protects students, families, staff and volunteers.

3. Use timeline for key milestones to track the success of the program.

4. WCFB will partner with HFDK to expand food provision and education services to include information about federal nutrition assistance programs (e.g. providing SNAP, WIC, P-EBT, etc. enrollment resources for youth to bring home, at family cooking classes, etc. WCFB will include a weekly communication note in student baskets and boxed groceries with nutrition information, nutritious recipes, or information on assistance programs in English and Spanish. We will also work with the school staff to develop a method to have direct communication with student representatives via Zoom, Facebook, etc. to get feedback on what they like in their student baskets and family groceries as well as discuss nutritional ideas.

B. Roles:

- **The West Food Bank is 100 % volunteer operated.** It consists of over 30 volunteers guided by a consistent core of six who oversee the long-term plan and drive the weekly operation. The coordinator and her assistant along with four key volunteers carry out a two-day process to set up the weekly food bank.
- **Director** responsible for the Food Bank's implementation and for establishing partnerships for the food bank.
- **Co Director** assists with weekly operations, logistics, problem solving, supervision and long range planning.
- **Director Assistant** serves as our key contact with the Food Bank of the Rockies and other food sources. Helps coordinate pick-ups and deliveries.
- **Data Specialist** assists with data collection and reporting.
- **Pick-Up Coordinator** coordinates pick-up for the food bank and assists with Friday set up and clean up. He helps with the supervision of students and parents as they go through the food bank.
- **Environmental Coordinator** assists the core team with the set up and coordination of picking up food deliveries and food arranging in the fresh produce line. He is our chief environmental advocate, stressing recycling and sustainability.
- **Operation Coordinator** assists with food pick-up and organizes volunteers into assembly lines when bagging bulk items.



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C. Program Locations:

The Food Bank pantry will operate from the annex building located on the northwest corner of the West Campus, 951 Elati Street, Denver, Colorado.

D. Implementation and Timeline

E. Activities/Milestones	August 1 – July 31				Key Person/Group Responsible
	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	
Provide fresh healthy nutritious food to students and families	X	X	X	X	Rita/Irene order Core pickup & prep Volunteers distribute
Provide healthy snacks to students in middle school students, students with special needs, students in athletics and extra curricular activities	X	X	X	X	Rita/Irene order Core pickup & prep Coach/teacher distribute
Provide a consistent food source that honors student taste preferences and cultural cuisine	X	X	X	X	Rita/Irene
Provide students and families with nutrition and alternative food ideas	X	X	X	X	Rita/Irene
Increase food procurement from local and organic suppliers and farmers	X	X	X	X	Rita/Irene/District
Continue Cooking Kits for student volunteers and families.		X	X		Rita/Irene order Core pickup & prep
Develop nutrition units		X			Rita/Irene/Teachers Hired Nutritionist
Nutrition classes for students		X	X		Rita/Irene/Teachers
Provide monthly nutrition classes for parents.		X	X	X	Rita/Irene/Community Liaison Hired Nutritionist
Measure student, parent and volunteer satisfaction by survey.		X		X	Rita/Irene/Community Liaison
Hold meetings with samples of each group as well as the school leadership to get feedback and suggestions		X		X	Rita/Irene/Community Liaison/School Administration

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



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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.).

III. 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



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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 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



EXHIBIT A Amendment03

SCOPE OF WORK

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**

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

Additional document requirements that may be requested for this contract:

- A. Organizational Chart



DENVER
THE MILE HIGH CITY

EXHIBIT A_Amendment03

SCOPE OF WORK

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

Exhibit B_Amend03

Healthy Food for Denver's Kids Program Budget

Organization Name	West Campus Food Bank	
Term	Year 3	
Request for Proposal Name	Healthy Food for Denver's Kids	

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
Saturday Student/Parent Boxes	Eg.: Eggs, milk, corn & flour tortillas, meat products, produce dry beans	Yes	3,600	\$50	\$180,000.00
Food Bags	Eg.: Protein, meat, fish, eggs,, milk products, oil, masa, tortillas, chili, fruits, vegetables, grains	Yes	3,600	30	\$108,000.00
Healthy Snacks	Eg.: Fruits, yogurt, veggies, nuts, trail mix	Yes	15,000	1.1	\$16,500.00
Nutrition Cooking Class	Parent Cooking Kits-Recipe & Meal Ingredients	Yes	40	70	\$2,800.00
Student Cooking Kits	Student Cooking Kits-Recipe & Meal Ingredients	Yes	60	70	\$4,200.00
Total Food and Supplies					\$311,500.00

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
Air Filter	Austin Air Healthmate	Yes	1	\$ 750.00	\$750.00
Supplies	Bags, boxes, gloves, zip lock bags, wipes, cleaner, disinfectant, masks,copy paper, printer ink	Yes	100	\$ 50.00	\$5,000.00
Volunteer Driver Stipend	Reimbursement for volunteers driving personal vehicles for pick ups	Yes	5	\$ 1,400.00	\$7,000.00
School Accountant Stipend	For Extra work processing food orders & reports to District Office	Yes	1	\$ 2,000.00	\$2,000.00
Community Liaison Stipend	For extra work with family sign up, surveys, communication. Will recruit parents, arrange for Nutrition classes	Yes	1	\$ 1,000.00	\$1,000.00
Data Assistants Stipend	Helping with data reporting	Yes	1	\$ 1,000.00	\$1,000.00
Budget, Nutrition Assistants Stipend	Helping with budget, nutrition information, and data reporting	Yes	2	\$ 500.00	\$1,000.00

Total Operating Expenses

\$17,750.00

Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Nutritionist	Plan & Teach Parent Nutrition Classes	Yes	10	\$ 50.00	\$500.00
Develop Nutrition Units for students	2 teachers develop nutrition units at \$1000 per unit	Yes	2	\$ 1,000.00	\$2,000.00
Classes on Nutrition & Healthy Food Habits	2 teachers will teach nutrition units in class	Yes	2	\$ 150.00	\$300.00
					\$0.00
Total Other					\$2,800.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$332,050.00
Indirect					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: DPS Indirect Costs - 7.27%				
TOTAL INDIRECT COSTS					\$24,140.04
TOTAL AMOUNT REQUESTED FROM HFDK					\$356,190.04

Total Contract Maximum Amount (August 1, 2020- July 31, 2023)	\$847,595.04
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