

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado nonprofit corporation, whose address is 3801 Martin Luther King Blvd., Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 19, 2022, and an Amendatory Agreement dated March 20, 2024 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the scope of work exhibit, amend the budget exhibit, and amend the invoice form exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **August 1, 2022** and will expire on **July 31, 2025** (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:**” 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 **ONE MILLION EIGHT HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND SIXTEEN CENTS**

(\$1,891,718.16) (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. All references in the original Agreement to **Exhibit B** and **Exhibit B-Amendment01, Budget** are changed to **Exhibit B-Amendment02**, attached and incorporated by reference herein.

5. **Exhibit E** is hereby deleted in its entirety and replaced with **Exhibit E-Amendment01, Invoice Form**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit E** are changed to **Exhibit E-Amendment01**.

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

7. 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:
Contractor Name:

ENVHL-202474402-02 | ENVHL- 202263787-02
Clayton Early Learning, Trustee, George W. Clayton Trust

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-202474402-02 | ENVHL- 202263787-02
Clayton Early Learning, Trustee, George W. Clayton Trust

Signed by:
Katy Driscoll
DF13D77C6186457...

By: _____

Katy Driscoll

Name: _____
(please print)

Title: Controller

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A_Amendment01

SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and Clayton Early Learning Trustee George W Clayton Trust (“Clayton Early Learning”) (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

Clayton Early Learning Trustee George W Clayton Trust (“Clayton Early Learning”) has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$1,181,108.17** for Term 1 (August 1, 2022 – July 31, 2024)
- **\$710,609.99** for Term 2 (August 1, 2024-July 31, 2025)
- Cumulative Maximum Contract Amount: **\$1,891,718.16**

II. Program Services and Descriptions

The Provider will be granted funds to provide the following services:

Seed to Stomach is Clayton’s innovative and multifaceted approach to lifelong health and wellness, starting in early childhood. The overarching goal is to fight food insecurity by teaching children and families how to live well by eating well and providing the resources to make it possible. An extension of our school-based nutrition program, Seed to Stomach, creates increased access to high-quality food for families at the Clayton Cares Market, food preparation education with a series of cooking classes, and urban horticulture education using our on-campus gardens as hands-on learning labs. The Seed to Stomach Teaching Activity Guide will blend all of these elements to provide an instructional framework for early childhood educators to implement at school and for parents to apply at home.

Objective	Activities	Timeline
Objective 1: Food Access	<ul style="list-style-type: none"> • Clayton Early Learning will sustain and grow the Clayton Cares Market by continuing to expand access to quality, fresh produce and nutritious food. We will continue to include residents in the Northeast Denver community as well as other Denver-based partner agencies. We will seek opportunities for additional partnerships with new vendors and local farms to expand our product offering and develop a model for sustainability beyond the grant. 	Completion by July 31, 2025



EXHIBIT A_Amendment01

SCOPE OF WORK

	<ul style="list-style-type: none"> Clayton will participate in the Million Gardens program to promote access to fresh, healthy food at home through home gardening. The program prioritizes low-income and food-insecure communities. It will promote food sovereignty in our community by identifying families who want to learn how to garden and then equip those families with products, tools, and skills needed to grow food successfully. 	
<p>Objective 2: Federal Nutrition Assistance Program Enrollment</p>	<ul style="list-style-type: none"> Clayton will continue our partnership with a Denver Health Women, Infants, and Children (WIC) dietician to provide support during market hours to increase community access to and participation in WIC and SNAP programs. 	<p>Completion by July 31, 2025 (ongoing)</p>
<p>Objective 3: Food Education</p>	<ul style="list-style-type: none"> We will continue to distribute our cookbook featuring healthy, seasonal recipes with economical and familiar ingredients to the community. The book is now available in both English and Spanish, which we offer it in our market and at cooking classes. Our seasonal cooking classes align with our Seed to Stomach modules and cookbook. Classes will be open to Clayton families and staff as well as community partners. Classes are conducted in person, quarterly, and Spanish translation is provided for each session. Clayton’s Seed to Stomach Teaching Activity Guide is an innovative program that is culturally and developmentally appropriate for young children and families. The guide will create teaching and learning practices through explorations with nutritious yet delicious food. Clayton is working to finalize the Seed to Stomach lessons and landing page on our website, to share the seasonal modules on the garden lessons. Lessons will cover: 	<p>Completion by July 31, 2025 (ongoing)</p>



EXHIBIT A_Amendment01

SCOPE OF WORK

	<p>where things grow, how they grow, why fruits and vegetables are important, and how many ways there are to eat an apple, to name a few. Lessons will also include activities, recommended field trips, songs, and books to enhance learning.</p>	
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- A.** The following roles and/or partners will be instrumental in the success of this grant:
- I. Clayton Early Learning Roles*
 - a. Director, Food and Nutrition Initiatives:** The operations director of the Clayton Cares Market and staff, this leader will oversee the implementation, expansion, evaluation, and continuation of the Seed to Stomach Initiative, including, but not limited to, securing and engaging partners, planning events, training and technical assistance, budget management and oversight of staff and volunteers.
 - b. Clayton Health & Wellness Team:** The Health & Wellness Team will facilitate the Seed to Stomach programming and support with children, family, and staff engagement. They will also assist with the expansion of WIC and SNAP dietetic services while continuing pre-existing day-to-day operations of the Clayton Cares Market Day(s) for enrolled children, families, and staff.
 - c. Clayton Cares Market Lead Coordinator:** The Clayton Cares Market Lead will help us sustain and grow our food access and distribution efforts to Clayton families as well as the surrounding community. The Market Lead will build strong relationships across team members and departments and become a trusted and valued partner in helping to advance the organization’s mission and core values. This individual will collaborate with the Market Coordinator on day-to-day operations.
 - d. Clayton Cares Market Coordinator:** This individual will oversee the day-to-day operations of the expansion of the Clayton Cares Market Day(s), including volunteers, inventory, purchasing, procurement, safety, sanitation, quality control, customer support/satisfaction, and vendor relationships.
 - e. Clayton Cares Market Operations Support (PT):** This position will support day-to-day operations for food deliveries, stocking, pick-ups, and assist with maintaining facilities.
 - f. Consultants and Clayton Marketing and Communications Team:** The Initiative requires support for the on-going development of the Teaching Activity Guide from an editor and graphic designer in addition to support from the Clayton Marketing and Communications team for ongoing branding and promotion of the Initiative.
 - g. Denver Health WIC:** Denver Health will provide hours for onsite WIC and SNAP dietetic services while continuing to engage the Clayton community as a valued Denver Health partner.
 - h. Evaluation Team:** The Director of Research and Evaluation and research associates will create, facilitate, and analyze Initiative evaluations and data.
 - i. Executive Team:** The Chief Development Officer and Chief Impact Officer will engage the Executive Team and Board to ensure a shared vision and mission for the Seed to Stomach Initiative and help to sustain funding.
 - j. Volunteers:** We will continue to rely on staff and community volunteers to support events and activities for the Seed to Stomach Initiative, which include the Clayton Cares



EXHIBIT A_Amendment01

SCOPE OF WORK

Market, cooking classes/demos, garden educational activities, and family and community engagement activities.

- II. Partners (may include but are not limited to the following organizations):
 - a. **Big Green** believes that growing food changes lives. As such, Big Green launched its proprietary Million Gardens program in 2021 to promote access to fresh, healthy food at home through home gardening. Big Green works with local organizations whose work is connected to food sovereignty in their community to identify families who want to learn how to garden and then equips those families with products, tools, and skills needed to grow food successfully.
 - b. **Chef Ann Foundation** has helped more than 3.3 million kids eat healthier school meals and is interested in partnering with Clayton to create pathways for chefs, food service staff, and programs to experience the Seed to Stomach Initiative as a model for nutrition services and education.
 - c. **Colorado Blueprint to End Hunger** is working for a Colorado where everyone who lives here can access the food they choose, where they want it, when they need it. They will continue to partner with Clayton to support the Clayton Cares Market.
 - d. **Denver Great Kids Head Start** will support Head Start delegate agencies to engage and have access to the components of the Seed to Stomach Initiative.
 - e. **Denver Health WIC** has partnered with Clayton for over a decade. They will support the expansion of WIC and SNAP dietetic services.
 - f. **Designscapes Colorado** is a nationally recognized landscape design firm that has partnered with Clayton for five years, supporting the planting and maintenance of our gardens and is committed to continued support.
 - g. **Educare Learning Network** is a national network of 25 high quality birth-through-age 5 schools that improves access to early education. As the Colorado ELN location, Clayton will work with the network to expand the Seed to Stomach Initiative.
 - h. **Food Bank of the Rockies** provides food and necessities to people in need through signature programs and by teaming up with hundreds of Hunger Relief Partners to serve communities across Colorado and Wyoming, the largest food bank coverage area in the contiguous United States.
 - i. **Hardy Boy Plants (Welby Gardens)** has been growing and selling annuals, perennials, herbs, and vegetables since 1948. Hardy Boy has provided Clayton in-kind herbs and vegetable and fruit plants for five years and is committed to continuing its support for our Initiative.
 - j. **Miller Farms** provides farm-to-school produce and farm learning experiences for Clayton programs and the community.
 - k. **We Don't Waste** reduces hunger and food insecurity by donating high quality fresh food and produce to the Clayton Cares Market and others across Denver.

B. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>



EXHIBIT A_Amendment01

SCOPE OF WORK

Athmar Park	<input type="checkbox"/>
Baker	<input type="checkbox"/>
Barnum	<input type="checkbox"/>
Barnum West	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Clayton	<input checked="" type="checkbox"/>
Cole	<input type="checkbox"/>
College View	<input type="checkbox"/>
Cory-Merril	<input type="checkbox"/>
East Colfax	<input type="checkbox"/>
Elyria Swansea	<input type="checkbox"/>
Five Points	<input type="checkbox"/>
Gateway-Green Valley Ranch	<input type="checkbox"/>
Globeville	<input type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Kennedy	<input type="checkbox"/>
Lincoln Park	<input type="checkbox"/>
Mar Lee	<input type="checkbox"/>
Montbello	<input type="checkbox"/>
Northeast Park Hill	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Ruby Hill	<input type="checkbox"/>
Sun Valley	<input type="checkbox"/>
Sunnyside	<input type="checkbox"/>
University	<input type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>
Washington Virginia Vale	<input type="checkbox"/>
Westwood	<input type="checkbox"/>
Whittier	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

If applicable, please note the physical address where programming takes place:

Site	Address
Clayton Early Learning	3801 M.L.K. Jr Blvd, Denver, CO 80205



EXHIBIT A_Amendment01

SCOPE OF WORK

III. Evaluation, Outcome Measures and Deliverables

A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the “objectives” section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDK Evaluation contractor and staff. The HFDK evaluation contractor is available to provide technical assistance to the Provider on the development and implementation of their metrics, as needed.

Process measures are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

Outcome measures are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

Participation in the Macro Evaluation

The Provider will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation contractor and HFDK staff, for shared learning to improve the Denver food system. The HFDK Evaluation contractor and HFDK staff will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Monitoring platform (see the Reporting Section below). The Provider will provide agency 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) staff and/or designee.

The Provider will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports. As needed, DDPHE



EXHIBIT A_Amendment01

SCOPE OF WORK

may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.

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 Provider will be responsible for reporting on program outputs and outcomes.

Clayton Early Learning Trustee George W Clayton Trust (“Clayton Early Learning”) will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education and Food/Nutrition Assistance.

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule: Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Other reports as requested	To be determined (TBD)	TBD	TBD

C. Evaluation Support

The HFDK evaluation contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee’s participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor 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.

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider’s data submitted to the monitoring platform will be used in the



EXHIBIT A_Amendment01

SCOPE OF WORK

macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

V. 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%

Indirect Cost Limit: The Provider'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

VI. Invoice

A. Invoice

A sample of the HFDK invoice template is attached as **Exhibit E**.

VII. Payments

- A. A complete invoice package 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 complete invoice package each month to HFDK. Provider is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but



EXHIBIT A_Amendment01

SCOPE OF WORK

does not need to submit those back up documents with invoice and report. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.

- a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver’s Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate payment terms.**
- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

VIII. General Grant Requirements

A. Funds for program(s) and activities must providing quality services for at least one of the following:

- i. 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;
 - 1. 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.
- ii. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 - 1. 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:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. **NOT use HFDK funds to purchase any of the following items:**
 - i. All diet or regular sodas and sports/energy drinks
 - ii. Flavored/added sugar milk
 - iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
 - iv. Candy
 - v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
 - vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
 - vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).



EXHIBIT A_Amendment01

SCOPE OF WORK

- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, Provider will be asked to:

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver's Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered through HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
- C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.
- D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- E. 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.

IX. Other

- A. *Provider shall submit updated documents which are directly related to the delivery of services*
- B. Additional document requirements that may be requested for this contract:
 - i. organizational Chart
 - ii. updated Certificate of Insurance
 - iii. reports and information for Program Evaluation, as required.

Exhibit B_Budget_Amendment03

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum.

If your budget does not show alignment, DDPHF may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget

Organization Name	Clayton Early Learning
Term	Year 3
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)

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
Healthy food and produce for Clayton Cares Market Day(s)	Local, organic, whole, healthy foods available in the market weekly for children, families, and the community	Yes	48	\$6,735.23	\$323,291.08
Groceries for families and community for cooking demos/classes	Providing activities as an extension of the curriculum to families and the community in their own homes to exploring health food preparation and engaging their young children in enjoying healthy food	Yes	160	\$50.00	\$8,000.00
Grocery bags for Clayton Cares Market	To support families in carrying their groceries from the market safely regardless of what form of transportation they are using	Yes	500	\$2.00	\$1,000.00
Kitchen supply kit for family and community cooking demos/classes	Ensuring that families and community members have the cooking supplies/utensils needed in their homes to prepare a health meal	Yes	160	\$20.00	\$3,200.00
Total Food and Supplies					\$335,491.08

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
Cleaning service for Clayton Cares Market	To ensure safety and sanitation of the food and space on and between Clayton Cares Market Day (s)	Yes	1/week (48wks)	\$100.00	\$4,800.00
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring	Yes	1	\$1,200.00	\$1,200.00
Parent Incentives	Parent surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	Yes		\$ 1,375.00	\$ 1,375.00
Staff Incentives	Staff surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	Yes		\$ 1,375.00	\$ 1,375.00
In-State Mileage	Travel for home-delivery of market goods & food pick-up from vendors. Gas for company vehicle.	Yes	48	0.56 per mile gas \$50 every week	\$ 2,848.00
Garden Sprinkler system service/up	Sprinkler system for garden activities	Yes	4 months	700 per month	\$ 2,800.00
Total Operating Expenses					\$14,398.00

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
Program Market Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	Yes	100%	57,200.00	\$57,200.00
Director, Nutrition & Food Initiative	Supervises and supports the work of the Health & Wellness Manager, Kitchen Manager/Chef, pre-existing WIC/SNAP Dietetic service contract and relationship, CACFP in the Clayton Educare School.	Yes	100%	100,000.00	\$100,000.00
Lead Market Coordinator	Coordinates current day to day operations of the Clayton Cares Market Day. Will support Clayton Cares Market Coordinator with the expansion.	Yes	100%	65,000.00	\$65,000.00
Operations Support	Support with day to day operations for deliveries, stocking, pick-up, and facilities.	Yes	40%	59,800.00	\$23,920.00
Research & Evaluation Director	Manages Data Collection, Develop and Manage Database	Yes	40%	84,500.00	\$33,800

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
WIC/SNAP Dietetic Services	Support with recruitment of participants and facilitation	Yes	10 hrs/mo	\$ 35.00	\$4,200
Marketing/Development Consultant	Writing, copy editing, production management and marketing	Yes	20	\$100	\$2,000

						\$286,120.00
Other / Miscellaneous						
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	for Denver's Kids Initiative	
Translation devices	Devices for use in market to support with translation and interpretation.	Yes			\$0.00	
Spanish translation	Translation of at-home activities and cooking classes.	Yes	1	\$ 3,000.00	\$3,000.00	
Garden supplies	Plants, seeds, and tools	Yes		#	\$5,000.00	
Digital content distribution platform	Teaching Activity Guide distribution	Yes			\$ -	
Marketing and promotion of Teach	Social media, direct mail, eblasts and flyers	Yes	1	\$ 2,000.00	\$2,000.00	
Total Other					\$10,000.00	
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$646,009.08
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					
						\$64,600.91
TOTAL AMOUNT REQUESTED FROM HFDK						\$710,609.99
Total Contract Maximum Amount (August 1, 2024- July 31, 2025)						\$1,891,718.16

Exhibit E_Amendment 01

Denver Department of Public Health and Environment - Healthy Food for Denver's Kids

Invoice #	
Date Invoice is sent to HFDK	
Purchase Order / Contract #	PO-00122338
Payment Option	ACH

Organization Name	Clayton Academy
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate
Grantee Waives Prompt Pay	

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	760-715-7194
Email:	HFDKinvoices@denvergov.org

From:	Clayton Academy
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure				Total Amount	
Budget Categories					
Food and Supplies					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total For this invoice
Healthy food and produce for Clayton Cares Market Day(s)	Local, organic, whole, healthy foods available in the market weekly for children, families, and the community	48	\$5,500.00	\$264,000.00	
Groceries for families and community for cooking demos/classes	Providing activities as an extension of the curriculum to families and the community in their own homes to exploring health food preparation and engaging their young children in enjoying healthy food	160	\$50.00	\$8,000.00	
Grocery bags for Clayton Cares Market	To support families in carrying their groceries from the market safely regardless of what form of transportation they are using	500	\$2.00	\$1,000.00	
Kitchen supply kit for family and community cooking demos/classes	Ensuring that families and community members have the cooking supplies/utensils needed in their homes to prepare a health meal	160	\$20.00	\$3,200.00	
Total Food and Supplies				\$276,200.00	\$ -
Program Operating Expenses					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice
Cleaning service for Clayton Cares Market	To ensure safety and sanitation of the food and space on and between Clayton Cares Market Day (s)	1/week (48wks)	\$ 100.00	\$4,800.00	
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring	1	\$ 1,200.00	\$1,200.00	
Parent Incentives	Parent surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	N/A	\$ 1,375.00	\$1,375.00	
Staff Incentives	Staff surveys (\$10 each, once per quarter) and interviews (\$15 each, once per year)	N/A	\$ 1,375.00	\$1,375.00	

In-State Mileage	Travel for home-delivery of market goods & food pick-up from vendors. Gas for company vehicle.	48	0.56 per mile gas \$50 every week	\$2,848.00	
Garden Sprinkler system service/updates	Sprinkler system for garden activities	4 months	700 per month	\$2,800.00	
Total Operating Expenses				\$14,398.00	\$ -
Salary Employees					
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice
Program Market Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	100%	\$ 59,964.68	\$ 59,964.68	
Director, Nutrition & Food Initiatives	Supervises and supports the work of the Health & Wellness Manager, Kitchen Manager/Chef, pre-existing WIC/SNAP Dietetic service contract and relationship, CACFP in the Clayton Educare School.	100%	\$ 123,500.00	\$ 123,500.00	
Lead Market Coordinator	Coordinates current day to day operations of the Clayton Cares Market Day. Will support Clayton Cares Market Coordinator with the expansion.	100%	\$ 70,000.00	\$ 70,000.00	
Operations Support Research & Evaluation Director	Support with day to day operations for deliveries, stocking, pick-up, and facilities. Manages Data Collection, Develop and Manage Databases, Analysis, Reporting	60% 40%	\$ 57,200.00 \$ 115,566.00	\$ 34,320.00 \$ 46,226.40	
Hourly Employees					
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice
WIC/SNAP Dietetic Services	Support with recruitment of participants and facilitation of onsite WIC/SNAP appointments	10 hrs/mo	\$ 35.00	\$ 4,200.00	
Marketing/Development Co	Writing, copy editing, production management and marketing and promotions lead for curriculum.	20	\$ 100.00	\$ 2,000.00	
Total Personnel Services				\$ 340,211.08	\$ -
Other / Miscellaneous					
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice
Translation devices	Devices for use in market to support with translation and interpretation.	2	\$ 2,500.00	\$ 5,000.00	
Spanish translation	Translation of at-home activities and cooking classes.	1	\$ 3,000.00	\$ 3,000.00	
Garden supplies	Plants, seeds, and tools	N/a	\$ 5,000.00	\$ 5,000.00	
Digital content distribution	Teaching Activity Guide distribution	1	\$ 3,000.00	\$ 3,000.00	
Marketing and promotion of	Social media, direct mail, eblasts and flyers	1	\$ 2,000.00	\$ 2,000.00	
Total Other				\$ 18,000.00	\$ -
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$ 648,809.08	
Indirect					
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice

Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs <u>or</u> the organization's federally negotiated rate, based on the total contract budget.	\$64,880.91	
TOTAL INDIRECT COSTS		\$64,880.91	
Total Expense for this Invoice			\$ -

Billing Summary	
Total Contract Amount for Year 1	\$713,689.99
Advanced Funds Invoiced (if applicable)	N/A
Cumulative Amount Previously Invoiced	
Amount of this Invoice	\$ -
Total Invoiced to Date	\$ -
Budget Amount Remaining	\$ 713,689.99

<input type="checkbox"/>	This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.
<input type="checkbox"/>	This grantee agrees that, to the best of their ability, preferentially procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.
<i>// We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, that all relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice</i>	
Print Name, Title	Date