

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LA RAZA SERVICES, INC.**, a Colorado nonprofit corporation, whose address is 3131 West 14th Avenue, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 16, 2023 (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 update paragraph 6d.-Termination, add paragraph 6e.-Termination, update paragraph 7-Examination of Records and Audits, add paragraph 34-Compliance with Denver Wage Laws, and amend the budget exhibit.

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

1. Section 6 of the Agreement entitled “**TERMINATION:**”, subsections d. is hereby deleted in its entirety and replaced with:

“d. If the Agreement is terminated, each Party is entitled to possession of all materials, equipment, tools and facilities such Party owns that are in the possession, custody, or control of the other Party to this Agreement, subject to the provisions of Section 6.e. below. The Party obligated to return items hereunder to the other Party shall deliver all such items in the form in which they were delivered, obtained, or prepared. Each Party shall deliver all documents, excluding any records related to the treatment or care of specific individuals, in any form that were prepared under the agreement, and all other items, materials and documents that have been paid for by the other Party to that Party. Each Party shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.:

2. Section 6 of the Agreement entitled “**TERMINATION:**”, subsections e. is hereby added to the Agreement as follows:

“e. If the Agreement is terminated or is allowed to expire at the end of the Term, the City has the right to inspect any personal or real property purchased by the Contractor with money provided under the Agreement and to determine, in the City’s sole discretion, whether the

property has useful life remaining. If the City determines the property has useful life remaining, the City has the right to have the property returned to the City. In the event vehicles were purchased, the Contractor shall title the vehicles to the City within ninety (90) days of receiving written notice of the City's demand."

3. Section 7 of the Agreement entitled "**EXAMINATION OF RECORDS AND AUDITS:**" is hereby deleted in its entirety and replaced with:

"**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276."

4. Section 34 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS:**" is hereby added to the Agreement as follows:

"**34. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject

to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1 Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

7. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: ENVHL-202477176-01/ENVHL-202368597-01
Contractor Name: LA RAZA SERVICES, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

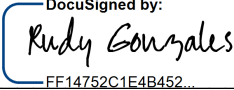
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202477176-01/ENVHL-202368597-01
LA RAZA SERVICES, INC.

By:  _____
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Name: Rudy Gonzales
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	La Raza Services, Inc. dba Servicios de La Raza							
Term	Year 1 (August 1, 2023-July 31, 2024)							
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)							
Budget Categories								
Food and Supplies								
				Please Mark with an X each Priority Area that the line item pertains to.				
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Food Boxes	Healthy, culturally responsive food distribution to community and children	1,300.00	\$ 50.00	\$ 65,000.00	X			
Reusable grocery bags	Reusable parcels for food distribution. Limits plastic waste in the community and can be used multiple times.	2,500.00	\$ 2.00	\$ 5,000.00	X			
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food.	1.00	\$ 1,200.00	\$ 1,200.00	X			
Refrigerated Food Storage	Mobile refrigerated food cooler for distribution efforts. To be loaded/unloaded on box truck. One-time purchase in year 1.	1.00	\$ 5,000.00	\$ 5,000.00	X			
Total Food and Supplies				\$ 76,200.00				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Laptop Computers	Mobile workstations to support project efforts. One-time purchase in project year 1.	2.00	\$ 1,200.00	\$ 2,400.00	X	X		
Cell Phones	Agency issued cell phone service via T-Mobile. Approx cost: \$600 per year, per person.	2.00	\$ 600.00	\$ 1,200.00	X	X		
Outreach Materials	English and Spanish printed materials designed to reach Latinos, indigent communities, and other marginalized communities on the importance of healthy food for kids.	5,000.00	\$ 0.50	\$ 2,500.00		X		
Total Operating Expenses				\$ 66,100.00				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
BES Coordinator	Coordinate food purchasing and distribution provide supervision to staff	30%	\$ 61,000.00	\$ 18,300.00	X	X		
Mobile Bilingual Healthy Food Ambassador	Engage in community outreach and offer conversation based "classes" and information on healthy eating habits. Additionally, will connect eligible families to Servicios' array of free health and human services.	100%	\$ 58,560.00	\$ 58,560.00	X	X		
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Food delivery driver	Assists in food purchasing, loading/unloading, distribution and package handling, setting up food boxes, and driving/maintenance of box truck.	1,040.00	\$ 24.40	\$ 25,376.00	X			
Total Personnel Services				\$ 102,236.00				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Box truck	Purchase of a large box truck for food delivery. One time purchase in year 1	1	\$ 85,000.00	\$ 85,000.00	X			
Box truck maintenance	Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling within box truck	1	\$ 1,991.27	\$ 1,991.27	X			
Gas	Fuel costs for box truck. Approximate costs: \$100 per month for a year	12	\$ 100.00	\$ 1,200.00	X			
Total Other				\$ 88,191.27				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$ -			
Total Subcontractors				\$ -				
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$ 272,727.27				
Indirect								
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.			\$ 27,272.73				
TOTAL INDIRECT COSTS				\$ 27,272.73				

TOTAL AMOUNT REQUESTED FROM HFDK

\$300,000.00

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	La Raza Services, Inc. dba Servicios de La Raza
Term	Year 2 (August 1, 2024-July 31, 2025)
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)

Budget Categories

Food and Supplies

Please Mark with an X each Priority Area that the line item pertains to.

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food Boxes	Healthy, culturally responsive for distribution to community and children	2,062.00	\$ 59.00	\$ 121,650.00	X		
Reusable grocery bags	Reusable parcels for food distribution. Limits plastic waste in the community and can be used multiple times.	11.00	\$ 200.00	\$ 2,200.00	X		
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food supplies. Upkeep xot of the items purchased	1.00	\$ 2,200.00	\$ 2,200.00	X		
				\$ -			
				\$ -			
Total Food and Supplies				\$ 126,050.00			

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Cell Phone	Agency issued cell phone service via T-Mobile. Approx cost: \$35 per year, per person.	12.00	\$ 35.00	\$ 420.00	X	X	
Outreach Materials	English and Spanish printed materials designed to reach Latinos, indigent communities, and other marginalized communities on the importance of healthy food for kids.			\$ 2,000.00		X	
				\$ -			
Total Operating Expenses				\$ 2,420.00			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
BES Coordinator	Coordinate food purchasing and distribution provide supervision to staff	50%	\$ 113,050.00	\$ 56,525.00	X	X	
Mobile Bilingual Healthy Food Ambassador	Engage in community outreach and offer conversation based "classes" and information on healthy eating habits. Additionally, will connect eligible families to Servicios' array of free health and human services.	100%	\$ 79,300.00	\$ 79,300.00	X	X	

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food delivery driver	Assists in food purchasing, loading/unloading, distribution and package handling, setting up food boxes, and driving/maintenance of box truck.	960.00	\$ 35.00	\$ 33,600.00	X		
				\$ 50.00			
Total Personnel Services				\$ 169,425.00			

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Box truck maintenance	Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling within box truck	1	\$ 2,034.24	\$ 2,034.24			
Gas	Fuel costs for box truck. Approximate costs: \$120 per month for a year	12	\$ 120.00	\$ 1,440.00			
Cell Phone (Device)	Cell Phone Device for Staff	1	\$ 1,600.00	\$ 1,600.00			
Outreach Materials Supplies	Poster boards, activity supplies, General Supp to prepare, Speaker and Megaphone, Blender for presentation, nutritional and education Materials			\$ 2,000.00			
				\$ -			
Total Other				\$ 7,074.24			

Subcontractors

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$ -			
Total Subcontractors					\$ -			

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other) \$ **304,969.24**

Indirect

Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative

Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.	\$ 30,496.92	
TOTAL INDIRECT COSTS		\$ 30,496.92	
TOTAL AMOUNT REQUESTED FROM HFDK			
		\$ 335,466.16	

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	La Raza Services, Inc. dba Servicios de La Raza
Term	5 months (August 1, 2025-December 31, 2025)
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)

Budget Categories

Food and Supplies

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Please Mark with an X each Priority Area that the line item pertains to.		
					Priority Area 1	Priority Area 2	Priority Area 3
Food Boxes	Healthy, culturally responsive for distribution to community and children	1,024.00	\$ 50.00	\$ 51,200.00	X		
Reusable grocery bags	Reusable parcels for food distribution. Limits plastic waste in the community and can be used multiple times.	1,000.00	\$ 2.00	\$ 2,000.00	X		
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food supplies.	1.00	\$ 500.00	\$ 500.00	X		
				\$ -			
				\$ -			
Total Food and Supplies				\$ 53,700.00			

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Please Mark with an X each Priority Area that the line item pertains to.		
					Priority Area 1	Priority Area 2	Priority Area 3
Cell Phones	Agency issued cell phone service via T-Mobile. Approx cost: \$600 per year, per person, annually	2.00	\$ 250.00	\$ 500.00	X	X	
Outreach Materials	English and Spanish printed materials designed to reach Latinos, indigent communities, and other marginalized communities on the importance of healthy food for kids.	10,000.00	\$ 0.50	\$ 5,000.00		X	
				\$ -			
Total Operating Expenses				\$ 5,500.00			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Please Mark with an X each Priority Area that the line item pertains to.		
					Priority Area 1	Priority Area 2	Priority Area 3
BES Coordinator	Coordinate food purchasing and distribution provide supervision to staff	30%	\$ 25,416.67	\$ 7,625.00	X	X	
Mobile Bilingual Healthy Food Ambassador	Engage in community outreach and offer conversation based "classes" and information on healthy eating habits. Additionally, will connect eligible families to Services' array of free health and human services.	100%	\$ 24,400.00	\$ 24,400.00	X	X	

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Please Mark with an X each Priority Area that the line item pertains to.		
					Priority Area 1	Priority Area 2	Priority Area 3
Food delivery driver	Assists in food purchasing, loading/unloading, distribution and package handling, setting up food boxes, and driving/maintenance of box truck.	860.00	\$ 24.40	\$ 20,984.00	X		
				\$ 0.00			
Total Personnel Services				\$ 20,984.00			

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Please Mark with an X each Priority Area that the line item pertains to.		
					Priority Area 1	Priority Area 2	Priority Area 3
Box truck maintenance	Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling within box truck	1	\$ 927.36	\$ 927.36	X		
Gas	Fuel costs for box truck. Approximate costs: \$100 per month for a year	5	\$ 100.00	\$ 500.00	X		
				\$ 0.00			
Total Other				\$ 1,427.36			

Subcontractors

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$ 0.00			
Total Subcontractors					\$ 0.00			

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)

\$ 113,636.36

Indirect

Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.	\$ 11,363.64
TOTAL INDIRECT COSTS		\$ 11,363.64

TOTAL AMOUNT REQUESTED FROM HFDK	\$ 125,000.00	
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Total Contract Maximum Amount (August 1, 2023- Deember 31, 2025) \$725,000.00