

## **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”) and **MILE HIGH 360**, a Colorado nonprofit corporation, whose mailing address is P.O. Box 40160, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

### **RECITALS:**

**A.** The Parties entered into an Agreement dated September 14, 2023, and an Amendatory Agreement dated October 23, 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 contract amount, update paragraph 18-Notices, update the scope of work exhibit, update the budget exhibit, and update the certificate of insurance 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, 2023**, and will expire on **December 31, 2027** (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. 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.** entitled “**Maximum Contract Amount**”, sub-subsection **(1)** 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 FOUR HUNDRED SEVENTY-**

**FOUR THOUSAND NINE HUNDRED ELEVEN DOLLARS AND FIFTY CENTS (\$1,474,911.50)** (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 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

**“18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, With a copy of any such notice to:

Mile High 360  
1265 Mariposa Street  
Denver, Colorado 80204

and if to the City at:

Executive Director of Public Health and Environment or Designee  
201 W. Colfax Avenue, Suite 800  
Denver, Colorado 80223

With a copy of any such notice to:

Denver City Attorney’s Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

4. **Exhibit A and Exhibit A-Amendment 01** are hereby deleted in their entirety and replaced with **Exhibit A-Amendment 02, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-Amendment 01** are changed to **Exhibit A-Amendment 02**.

5. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B, Exhibit B-Amendment 01, and Exhibit B-Amendment 02**. **Exhibit B-Amendment 02** is attached and incorporated by reference herein.

6. All references in the original Agreement to **Exhibit C, Certificate of Insurance**, now refer to **Exhibit C, and Exhibit C-Amendment 01**. **Exhibit C-Amendment 01** is attached and incorporated by reference herein.

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

8. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** ENVHL-202581523-02 / ENVHL-202368596-02  
**Contractor Name:** MILE HIGH 360

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:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** ENVHL-202581523-02 / ENVHL-202368596-02  
**Contractor Name:** MILE HIGH 360

By:   
Eric Eiteljorg  
E457F538892F483...

Name: Eric Eiteljorg  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

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## **EXHIBIT A\_AMENDMENT 02**

### **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 Mile High 360 (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.

Mile High 360 has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$971,641.00** for Term 1 (August 1, 2023 – December 31, 2025)
- **\$503,270.50** for Term 2 (January 1, 2026-December 31, 2027)
- Cumulative Maximum Contract Amount: **\$1,474,911.50**

#### **II. Program Services and Descriptions**

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

##### **Priority Area 1. Nutritious Food Access and Security**

This grant would provide funding to support food security in the most healthful, culturally appropriate and efficient manner. Mile High 360 (MH360) will work with our food partners to ensure that snacks, meals and food boxes meet or exceed USDA nutrition standards. We will focus on providing a wide array of fresh fruits, fresh vegetables, whole grains, protein and low-fat dairy.

**Direct Food Access:** MH360 will continue to use our resources to ensure families have the knowledge, capability and confidence to access existing community resources. We will provide our families with regular (1 x month for 10 months. We decided to eliminate the food boxes for July and December since fewer families participated due to vacations and holiday travel.) access to direct food support. We will partner with Hearty Provisions, and utilize other sources as needed, to provide this food support.

**Daily meal:** MH360 will continue to provide all students aged 18-years and under with daily access to nutritious and culturally relevant food. Utilizing a variety of partnerships with food vendors we will provide students one healthy meal with a variety of options. This will reduce food waste, decrease packaging and provide greater autonomy in food selection. (daily; year-round)

**Gardening:** Led by our Gardening & Sustainability Educator our comprehensive gardening program focuses on physical health, mental health, and sustainability for self and the planet. MH360 will continue to educate students through our hands-on gardening curriculum and



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grow food that is identified as valuable by our own families. Our students have embraced the gardening work and love spending time outside 'in the dirt'

#### **Priority Area 2. Increasing participation in Federal Nutrition Assistance Programs**

Our bilingual family liaison will continue to provide information and application assistance with federal nutrition assistance programs and other food security resources. (ongoing)

#### **Priority Area 3. Food and Nutrition Education**

MH360 will continue to build upon the knowledge base for fostering positive, long-term changes in healthy eating and cooking, sustainable food practices, and nutritional competency for students and their families. We will utilize and share resources from the Dietary Guidelines for Americans, 2020-2025 which is available in English and Spanish.

**Student Cooking Classes:** MH360 plans to use this funding cycle to continue our shift toward more sustainable approaches of providing nutritional and educational services to families and students. We will continue our successful partnership with Slow Food Denver to lead student cooking classes. MH360's student cooking classes will take place on-site at the MH360 campus. Our kitchen currently has a large commercial refrigerator, sink, and counter space. We purchased a dishwasher and all the necessary cooking equipment to create our own "Culinary Corner" during the current funding cycle. This one-time investment in equipment has positioned MH360 to provide on-site cooking classes for years to come and will be significantly cheaper than a monthly kitchen rental. (1 class/month alternating monthly between the middle school and high school cohorts.)

**Nutrition Education:** The program team at MH360 continually refines our student nutrition workshops based on feedback from students to ensure the information is relevant, applicable and engaging. Our goal is to make behavior and attitude changes in the habits and choices that our students make regarding food. In order to increase sustainability, MH360 will shift instruction of nutrition classes internally to our two Health & Wellness Coordinators. We will contract with a nutrition consultant to co-lead these classes while building internal staff capacity. Students will develop the knowledge of how food impacts their health, development and performance. (1 class/month alternating monthly between the middle school and high school cohorts.)

**Family Cooking Classes:** MH360 will continue to host our successful monthly series of family cooking classes to reinforce healthy eating habits and choices through ingredients, recipes, meal preparation and experiential learning. Through a new collaboration with Bonanno Concepts, family cooking classes will be taught at no charge by chefs from Bonanno Concepts with all required ingredients included in the monthly food boxes. We found that our families appreciated the Zoom format that allows them to cook in their own kitchens and engage children in the cooking process. This two-generational approach benefits the entire family and introduces even the youngest family members to healthy cooking options. Cooking classes will continue to focus on "International Cuisine" providing families with expanded options for preparing meals with fresh, local ingredients that are affordable and geographically accessible.

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Our Family Liaison will be responsible for inviting and ensuring robust participation in the family cooking classes. (3 sessions/year)

**The following roles and/or partners will be instrumental in the success of this grant:**

Over the past 5 years, funding from HFDK has given MH360 the opportunity to form new community partnerships providing students and families with additional access to nutritional food and educational programming. Our intention for this round of funding is to continue strategic shifts in programs and partnerships leading to our ability to sustain programming past HFDK funding. Based on the programming, either the MH360 family liaison or Director of Operations will serve as the point of contact to ensure clear communication channels for partner organizations.

- i. **Bonanno Concepts** - Chef Frank Bonanno and his team are the creators of ten food and drink concepts, each uniquely responsible for shaping the Denver dining scene. Education and community are two pillars in their overall service model. An existing partner, Bonanno will continue to create and deliver healthy student meals utilizing fresh, local ingredients following USDA guidelines. With this partnership, students will also visit Bonanno's working kitchens and meet with the food preparation and serving teams.
- ii. **Local Food Partners (TBD)** - To reduce overall costs for daily student meals without reducing the amount of food, MH360 will create partnerships with four local restaurants/grocery stores to provide student meals at no cost in exchange for Sponsorship recognition. Each partner will provide student meals for 10 days over the course of one year (a total of 40 days will be covered by these new food partnerships)

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

| <b>Geographical Location</b> | <b>Please check all that apply</b> |
|------------------------------|------------------------------------|
| Citywide                     | <input type="checkbox"/>           |
| Athmar Park                  | <input type="checkbox"/>           |
| Auraria                      | <input type="checkbox"/>           |
| Baker                        | <input type="checkbox"/>           |
| Barnum                       | <input type="checkbox"/>           |
| Barnum West                  | <input type="checkbox"/>           |
| Bear Valley                  | <input type="checkbox"/>           |
| Belcaro                      | <input type="checkbox"/>           |
| Berkeley                     | <input type="checkbox"/>           |
| Capitol Hill                 | <input type="checkbox"/>           |
| Central Business District    | <input type="checkbox"/>           |
| Central Park                 | <input type="checkbox"/>           |
| Chaffee Park                 | <input type="checkbox"/>           |
| Cheesman Park                | <input type="checkbox"/>           |



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|                              |                                     |
|------------------------------|-------------------------------------|
| Cherry Creek                 | <input type="checkbox"/>            |
| City Park                    | <input type="checkbox"/>            |
| City Park West               | <input type="checkbox"/>            |
| Civic Center                 | <input type="checkbox"/>            |
| Clayton                      | <input type="checkbox"/>            |
| Cole                         | <input type="checkbox"/>            |
| College View - South Platte  | <input type="checkbox"/>            |
| Congress Park                | <input type="checkbox"/>            |
| Cory - Merrill               | <input type="checkbox"/>            |
| Country Club                 | <input type="checkbox"/>            |
| DIA                          | <input type="checkbox"/>            |
| East Colfax                  | <input type="checkbox"/>            |
| Elyria Swansea               | <input type="checkbox"/>            |
| Five Points                  | <input type="checkbox"/>            |
| Fort Logan                   | <input type="checkbox"/>            |
| Gateway - Green Valley Ranch | <input type="checkbox"/>            |
| Globeville                   | <input type="checkbox"/>            |
| Goldsmith                    | <input type="checkbox"/>            |
| Green valley Ranch           | <input type="checkbox"/>            |
| Hale                         | <input type="checkbox"/>            |
| Hampden                      | <input type="checkbox"/>            |
| Hampden South                | <input type="checkbox"/>            |
| Harvey Park                  | <input type="checkbox"/>            |
| Harvey Park South            | <input type="checkbox"/>            |
| Highland                     | <input type="checkbox"/>            |
| Hilltop                      | <input type="checkbox"/>            |
| Indian Creek                 | <input type="checkbox"/>            |
| Jefferson Park               | <input type="checkbox"/>            |
| Kennedy                      | <input type="checkbox"/>            |
| La Alma Lincoln Park         | <input checked="" type="checkbox"/> |
| Lincoln Park                 | <input type="checkbox"/>            |
| Lowry Field                  | <input type="checkbox"/>            |
| Mar Lee                      | <input type="checkbox"/>            |
| Marston                      | <input type="checkbox"/>            |
| Montbello                    | <input type="checkbox"/>            |
| Montclair                    | <input type="checkbox"/>            |
| North Capitol Hill           | <input type="checkbox"/>            |
| North Park Hill              | <input type="checkbox"/>            |
| Northeast Park Hill          | <input type="checkbox"/>            |
| Overland                     | <input type="checkbox"/>            |
| Platt Park                   | <input type="checkbox"/>            |

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|                          |                          |
|--------------------------|--------------------------|
| Regis                    | <input type="checkbox"/> |
| Rosedale                 | <input type="checkbox"/> |
| Ruby Hill                | <input type="checkbox"/> |
| Skyland                  | <input type="checkbox"/> |
| Sloan Lake               | <input type="checkbox"/> |
| South Park Hill          | <input type="checkbox"/> |
| Southmoor Park           | <input type="checkbox"/> |
| Speer                    | <input type="checkbox"/> |
| Sun Valley               | <input type="checkbox"/> |
| Sunnyside                | <input type="checkbox"/> |
| Union Station            | <input type="checkbox"/> |
| University               | <input type="checkbox"/> |
| University Hills         | <input type="checkbox"/> |
| University Park          | <input type="checkbox"/> |
| Valverde                 | <input type="checkbox"/> |
| Villa Park               | <input type="checkbox"/> |
| Virginia Village         | <input type="checkbox"/> |
| Washington Park          | <input type="checkbox"/> |
| Washington Park West     | <input type="checkbox"/> |
| Washington Virginia Vale | <input type="checkbox"/> |
| Wellshire                | <input type="checkbox"/> |
| West Colfax              | <input type="checkbox"/> |
| Westwood                 | <input type="checkbox"/> |

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

| Site          | Address                            |
|---------------|------------------------------------|
| Mile High 360 | 1265 Mariposa St, Denver, CO 80204 |

#### B. Public Good

The Healthy Food for Denver's Kids Initiative seeks to build an equitable and strategic approach to increasing access to healthy food and food-based education for children and youth ages 18 and under in the City and County of Denver. By providing Denver youth and their families with healthy food, meals, and snacks and/or educational opportunities focused on farming, gardening, cooking, nutrition, and healthy eating, this contract will contribute to the Initiative's goals, which include:

1. Increasing the number of children and youth who receive healthy meals and snacks in the City and County of Denver;
2. Increasing the number of children and youth receiving nutrition, food skills,



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and sustainable and just food systems education in the City and County of Denver; and

3. Reducing overall food insecurity in households with children and the number of children and youth experiencing hunger in the City and County of Denver.

### **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 "Program Services and Descriptions" 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.



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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 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.

Mile High 360 will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education.

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:               |
|----------------------------|--|------------------|--------------------------------------|
| Report 1 (six month)       | Progress on process and outcome measures and learning questions<br>Upload relevant evaluation documents. Additional narrative description of successes and challenges.   | February 1-15    | Submitted through the Reporting Form |
| Report 2 (12 month/annual) | Demographic description of population served. Progress on process and outcome measures and learning questions<br>Upload relevant evaluation documents. Additional narrative description of successes and challenges. | July 31 – Aug 15 | Submitted through the Reporting Form |
| Report 3 (six month)       | Progress on process and outcome measures and learning questions  | February 1-15    | Submitted through the Reporting Form |



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|  |  |                  |                                      |
|--|--|------------------|--------------------------------------|
|  | Upload relevant evaluation documents. Additional narrative description of successes and challenges.  |                  |                                      |
| Report 4<br>(12 month/annual)                      | Demographic description of population served. Progress on process and outcome measures and learning questions<br><br>Upload relevant evaluation documents. Additional narrative description of successes and challenges. | July 31 – Aug 15 | Submitted through the Reporting Form |
| Report 5<br>(six month)                            | Progress on process and outcome measures and learning questions<br><br>Upload relevant evaluation documents. Additional narrative description of successes and challenges.   | February 1-15    | 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 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 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

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### **SCOPE OF WORK**

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 up to 15%

**Indirect Cost Limit:** The Provider's total indirect costs cannot exceed 15% 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**

The Provider will use the HFDK invoice template provided to them. A sample of the HFDK invoice template is attached as an exhibit.

#### **VII. Payments**

- A. A complete invoice package shall be completed and submitted to the [HFDKinvoices@denvergov.org](mailto: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 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.**



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- 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).
- 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.

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- 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**

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. *Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.*

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  | Mile High 360   |                 |                          |   |   |                 |  |                 |
| Term   | Year 1 (January 1, 2026-December 31, 2026)  |                 |                          |   |   |                 |  |                 |
| Request for Proposal Name  | Healthy Food for Denver's Kids(HFDK04)  |                 |                          |   |   |                 |  |                 |
| <b>Budget Categories</b>   |   |                 |                          |   |   |                 |  |                 |
| <b>Food and Supplies</b>   |   |                 |                          |   | <b>Please Mark with an X each Priority Area that the line item pertains to.</b> |                 | Are any of the personnel 100% funded by this grant? Yes/No |                 |
| 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 for families  | 10 monthly food boxes including protein and fresh fruits and vegetables for families experiencing food insecurity @\$125/box for 60 families.   | 600             | \$ 125.00                | \$75,000.00   | x   |                 |  |                 |
| Student Meals  | Healthy meal for students participating in MH360 programming. Average of 20 students/day for 246 days/year  | 4920            | \$ 11.19                 | \$55,050.25   | x   |                 |  |                 |
| <b>Total Food and Supplies</b>   |   |                 |                          |   | <b>\$130,050.25</b>   |                 |  |                 |
| <b>Program Operating Expenses</b>  |   |                 |                          |   |   |                 |  |                 |
| 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  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
| <b>Total Operating Expenses</b>  |   |                 |                          |   | <b>\$0.00</b>   |                 |  |                 |
| <b>Personnel and Administrative Services</b>                                 |   |                 |                          |   |   |                 |  |                 |
| <b>Salary Employees</b>  |   |                 |                          |   |   |                 |  |                 |
| 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  |                 |
| Family Liaison   | Coordinate food distribution, connect families with community resources, plan family cooking classes.   | 100%            | \$ 82,538.75             | \$82,538.75   | x   | x               | x  |                 |
|  |   |                 |                          |   |   |                 |  |                 |
|  |   |                 |                          |   |   |                 |  |                 |
| <b>Total Personnel Services</b>  |   |                 |                          |   | <b>\$116,304.37</b>   |                 |  |                 |
| <b>Other / Miscellaneous</b>   |   |                 |                          |   |   |                 |  |                 |
| 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  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
| <b>Total Other</b>   |   |                 |                          |   | <b>\$0.00</b>   |                 |  |                 |
| <b>EVALAUTION</b>  |   |                 |                          |   |   |                 |  |                 |
| Item   | Description   | Percentage      |                          | Total Amount Requested from Healthy Food for Denver's Kids Initiative | Priority Area 1   | Priority Area 2 | Priority Area 3  |                 |
| Evaluation (up to 10% of the direct costs amount can be used for Evaluation) | Evaluation funds can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning). Up to 10% of funds can be used for Evaluation. | 10%             |                          |   |   |                 |  |                 |
| <b>Total Evaluation</b>  |   |                 |                          |   | <b>\$0.00</b>   |                 |  |                 |
| <b>Subcontractors</b>  |   |                 |                          |   |   |                 |  |                 |
| 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 |
| Slow Food Denver   | Sub-contract with Slow Food Denver to provide on-site youth cooking classes. Includes instruction and food.   | 1 class/month   | \$ 220.00                | \$2,640.00  |   |                 | x  |                 |
| TBD  | Hire contractor to facilitate staff-led on-site youth nutrition classes.  | 1 class/month   | \$ 110.00                | \$1,320.00  |   |                 | x  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
|  |   |                 |                          | \$0.00  |   |                 |  |                 |
| <b>Total Subcontractors</b>  |   |                 |                          |   | <b>\$3,960.00</b>   |                 |  |                 |
| <b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>       |   |                 |                          |   | <b>\$250,314.62</b>   |                 |  |                 |
| <b>Indirect</b>  |   |                 |                          |   |   |                 |  |                 |
| Item   | Description   |                 |                          | Total Amount Requested from Healthy Food for Denver's Kids Initiative |   |                 |  |                 |

|                                    |   |              |
|------------------------------------|---|--------------|
| 15% Indirect rate (if applicable): | Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget. |              |
|                                    | <b>TOTAL INDIRECT COSTS</b>   |              |
|                                    | <b>TOTAL AMOUNT REQUESTED FROM HFDF</b>   | \$250,314.62 |

| Healthy Food for Denver's Kids Program Budget                            |   |                 |                          |   |   |  |                 |
|--|---|-----------------|--------------------------|---|---|--|-----------------|
| Organization Name  | Mile High 360   |                 |                          |   |   |  |                 |
| Term   | Year 2 (January 1, 2027- December 31, 2027)   |                 |                          |   |   |  |                 |
| 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 for families  | 10 monthly food boxes including protein and fresh fruits and vegetables for families experiencing food insecurity @ \$125/box for 60 families.  | 600             | \$ 125.00                | \$75,000.00   | x   |  |                 |
| Student Meals  | Healthy meal for students participating in MH360 programming. Average of 20 students/day for 246 days/year  | 4920            | \$ 11.19                 | \$55,050.25   | x   |  |                 |
|  |   |                 |                          | Total Food and Supplies   | \$130,050.25  |  |                 |
| 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 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | Total Operating Expenses  | \$0.00  |  |                 |
| 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 |
| Family Liaison   | Coordinate food distribution, connect families with community resources, plan family cooking classes.   | 100%            | \$ 85,180.00             | \$85,180.00   | x   | x  | x               |
|  |   |                 |                          |   |   |  |                 |
|  |   |                 |                          |   |   |  |                 |
|  |   |                 |                          |   |   |  |                 |
|  |   |                 |                          |   |   |  |                 |
|  |   |                 |                          | Total Personnel Services  | \$118,945.63  |  |                 |
| 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 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | \$0.00  |   |  |                 |
|  |   |                 |                          | Total Other   | \$0.00  |  |                 |
| EVALUATION   |   |                 |                          |   |   |  |                 |
| Item   | Description   | Percentage      |                          | Total Amount Requested from Healthy Food for Denver's Kids Initiative | Priority Area 1   | Priority Area 2  | Priority Area 3 |
| Evaluation (up to 10% of the contract amount can be used for Evaluation) | Evaluation funds can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning). Up to 10% of funds can be used for Evaluation. | 10%             |                          |   |   |  |                 |
|  |   |                 |                          | Total Evaluation  | \$0.00  |  |                 |
| 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 |
| Slow Food Denver   | Sub-contract with Slow Food Denver to provide on-site youth cooking classes. Includes instruction and food.   | 1 class/month   | 12                       | \$ 220.00   | \$2,640.00  |  | x               |
| TBD  | Hire contractor to facilitate staff-led on-site youth nutrition classes.  | 1 class/month   | 12                       | \$ 110.00   | \$1,320.00  |  | x               |
|  |   |                 |                          |   | \$0.00  |  |                 |
|  |   |                 |                          |   | \$0.00  |  |                 |
|  |   |                 |                          |   | \$0.00  |  |                 |
|  |   |                 |                          | Total Subcontractors  | \$3,960.00  |  |                 |
|  |   |                 |                          | TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)           | \$252,955.88  |  |                 |
| Indirect   |   |                 |                          |   |   |  |                 |
| Item   | Description   |                 |                          | Total Amount Requested from Healthy Food for Denver's Kids Initiative |   |  |                 |
| 15% Indirect rate (if applicable):                                       | Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.   |                 |                          |   |   |  |                 |
|  |   |                 |                          | TOTAL INDIRECT COSTS  |   |  |                 |

|                                  |                |
|----------------------------------|----------------|
| TOTAL AMOUNT REQUESTED FROM HFDF | \$252,955.88   |
| TOTAL MAXIMUM CONTRACT AMOUNT    | \$1,474,911.50 |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |                   |  |                               |  |
|---|-------------------|--|-------------------------------|--|
| PRODUCER  | License # 0757776 | CONTACT NAME:  |                               |  |
| HUB International Insurance Services (COL)<br>2000 S. Colorado Blvd<br>Tower 2, Suite 150<br>Denver, CO 80222 |                   | PHONE (A/C, No, Ext): (303) 893-0300                 | FAX (A/C, No): (866) 243-0727 |  |
|   |                   | E-MAIL ADDRESS:                                      |                               |  |
|   |                   | INSURER(S) AFFORDING COVERAGE                        | NAIC #                        |  |
|   |                   | INSURER A : Philadelphia Indemnity Insurance Company | 18058                         |  |
|   |                   | INSURER B : Pinnacol Assurance Company               | 41190                         |  |
|   |                   | INSURER C :  |                               |  |
|   |                   | INSURER D :  |                               |  |
|   |                   | INSURER E :  |                               |  |
|   |                   | INSURER F :  |                               |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |  |  |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|--|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-<br><input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           | X        | X               | PHPK2714584-000         | 6/1/2025                | 6/1/2026                                  | EACH OCCURRENCE  | \$ 1,000,000                                 |
|          |  |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$   | 1,000,000                                    |
|          |  |           |          |                 |                         |                         | MED EXP (Any one person)                  | \$   | 20,000                                       |
|          |  |           |          |                 |                         |                         | PERSONAL & ADV INJURY                     | \$   | 1,000,000                                    |
|          |  |           |          |                 |                         |                         | GENERAL AGGREGATE                         | \$   | 2,000,000                                    |
|          |  |           |          |                 |                         |                         | PRODUCTS - COMP/OP AGG                    | \$   | 2,000,000                                    |
|          |  |           |          |                 |                         |                         |   | \$   | Included                                     |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           | X        | PHPK2714584-000 | 6/1/2025                | 6/1/2026                | COMBINED SINGLE LIMIT (Ea accident)       | \$   | 1,000,000                                    |
|          |  |           |          |                 |                         |                         | BODILY INJURY (Per person)                | \$   |  |
|          |  |           |          |                 |                         |                         | BODILY INJURY (Per accident)              | \$   |  |
|          |  |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident)            | \$   |  |
|          |  |           |          |                 |                         |                         |   | \$   |  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | PHUB920321-000  | 6/1/2025                | 6/1/2026                | EACH OCCURRENCE                           | \$   | 1,000,000                                    |
|          |  |           |          |                 |                         |                         | AGGREGATE                                 | \$   | 1,000,000                                    |
|          |  |           |          |                 |                         |                         |   | \$   |  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br><input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | X               | 4199028                 | 6/1/2025                | 6/1/2026                                  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | \$ 1,000,000<br>\$ 1,000,000<br>\$ 1,000,000 |
| A        | Misconduct / Abuse   |           |          | PHPK2714584-000 | 6/1/2025                | 6/1/2026                | Limit:                                    |  | 1,000,000                                    |
| A        | Professional Liab  |           |          | PHPK2714584-000 | 6/1/2025                | 6/1/2026                | Limit:                                    |  | 1,000,000                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds with respects to the Commercial/General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver  
201 W Colfax Ave  
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE