#### AGREEMENT

THIS 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 14<sup>th</sup> Avenue, Denver, Colorado 80204 (the "Contractor"), jointly ("the Parties").

The Parties agree as follows:

1. <u>COORDINATION AND LIAISON</u>: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, ("Executive Director") or, the Executive Director's Designee.

## 2. SERVICES TO BE PERFORMED:

- a. As the Executive Director directs, the Contractor shall diligently undertake, 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 Contractor is ready, willing, and able to provide the services required by this Agreement.
- c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 3. <u>TERM</u>: The Agreement will commence on **August 1, 2023**, and will expire on **December 31, 2025** (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.

## 4. **COMPENSATION AND PAYMENT:**

a. <u>Budget</u>. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

- **b.** <u>Reimbursable Expenses</u>: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.
- **c.** <u>Invoicing</u>: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

## d. Maximum Contract Amount:

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$725,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.
- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- 5. <u>STATUS OF CONTRACTOR</u>: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

## **6. TERMINATION:**

- a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- **b.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bidrigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".
- **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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

## 9. INSURANCE:

- **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- **b.** <u>Proof of Insurance</u>: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- **c.** <u>Additional Insureds</u>: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- **d.** <u>Waiver of Subrogation</u>: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- e. <u>Subcontractors and Subconsultants</u>: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- **g.** <u>Commercial General Liability</u>: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.
- h. <u>Business Automobile Liability</u>: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

## 10. <u>DEFENSE AND INDEMNIFICATION</u>:

- a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- **b.** Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- **d.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- **e.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

- 12. <u>ASSIGNMENT; SUBCONTRACTING</u>: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.
- 13. <u>INUREMENT</u>: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- **16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

## 17. CONFLICT OF INTEREST:

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**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, and if to the City at:

Executive Director of Public Health and Environment or Designee 101 W. Colfax Avenue Denver, Colorado 80202

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.

19. <u>DISPUTES</u>: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

- 20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- **22. COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 23. <u>LEGAL AUTHORITY</u>: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- **24. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not

be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

- **25. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.
- 27. <u>SURVIVAL OF CERTAIN PROVISIONS</u>: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 28. <u>ADVERTISING AND PUBLIC DISCLOSURE</u>: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any

presentation. Nothing in this provision precludes the transmittal of any information to City officials.

## 29. CONFIDENTIAL INFORMATION:

- a. <u>City Information</u>: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- **30.** <u>CITY EXECUTION OF AGREEMENT</u>: The 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.
- Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 32. <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

## **Exhibit List**

Exhibit A – Scope of Work.

Exhibit B – Budget.

**Exhibit C** – Certificate of Insurance.

**Exhibit D** – Timeline of Activities.

**Exhibit E** – Reimbursement Invoice Form.

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Contract Control Number: Contractor Name:	ENVHL-202368597-00 LA RAZA SERVICES, INC.						
IN WITNESS WHEREOF, the parti Denver, Colorado as of:	es have set their hands and affixed their seals at						
SEAL	CITY AND COUNTY OF DENVER:						
ATTEST:	By:						
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:						
Attorney for the City and County of D	enver						
By:	By:						
	By:						

## Contract Control Number: Contractor Name:

## ENVHL-202368597-00 LA RAZA SERVICES, INC.

Pocusigned by:  Rudolph Gonzales  FF14752C1E4B452
Rudolph Gonzales Name:
(please print)
President/CEO  (please print)
(please print)
ATTEST: [if required]
By:
Jame:(please print)
(please print)
(picase print)



# EXHIBIT A SCOPE OF WORK

#### I. Purpose of Agreement

A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and La Raza Services Inc. dba Servicios de la Raza. La Raza Services, Inc. has been awarded \$725,000 in Healthy Food for Denver's Kids funds for the grant term of August 01, 2023-December 31, 2025. La Raza Services Inc. shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, Healthy Food for Denver's Kids Initiative using best practices and other methods for fostering a sense of collaboration and communication.

## I. Program Services and Descriptions

**A.** La Raza Services Inc. will be granted funds to provide the following services:

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

Servicios will provide healthy, culturally responsive food to 35,000 unique youth in Denver.

- a minimum of 4,914 food boxes will be delivered. Is important to note that many of our Latino families have, on average, 3-5 children in their household. Therefore, these food boxes are substantial (and heavy) bulk food deliveries. Also, each food box delivered will contain at least 1.5 weeks of food.
- purchase of a delivery truck and hiring an hourly driver: this component is critical.
   Currently, staff use their personal vehicles to pick up food from the Food Bank, as well as food donations. This often takes multiple trips and many, many hours. Also, there are times when Servicios must turn down a bulk food donation because we cannot accept pallets (and many grocery stores donate their food on large pallets).

Also, the truck and delivery driver will help to distribute food. Remember the book mobile? We want to bring food into neighborhoods in the same way. Also, many ice cream trucks lure children in with music. Our box truck will also include an exterior speaker system that plays music as well. The boxes that we distribute will have coloring pages for children that are themed around healthy eating. Unfortunately, junk food has excellent branding (Ronald McDonald and his "Happy" Meals). We hope to create a fun food experience with our food truck by adding music, children's activities, and a Mobile Bilingual Healthy Food Ambassador.

important note: many of our community members work hourly jobs and don't have the
privilege to leave work to access food and many food banks and pantries operate during
tradition work hours. Our deliveries, as well as our educational outreach, will center
around non-traditional hours. This include outreach in the evenings and during the
weekends, every week, to improve access.

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



## **SCOPE OF WORK**

Servicios currently receives funding to help community members enroll in SNAP and WIC.
Therefore, this priority area is not a part of this grant request. However, staff on this
project will help to promote these programs and connect community members directly to
our enrollment services.

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

- the Mobile Bilingual Food Ambassador will join the delivery driver for deliveries and create or attend at least two community outreach events each week for the entirety of the project period. The Basic Emergency Services (BES) Coordinator will mirror this education, but within our static food pantry in Sun Valley.
- the Mobile Bilingual Food Ambassador will teach both parents and children how to eat healthy and in a fun and engaging way.
- At the end of Year 2 of this grant, the Mobile Bilingual Food Ambassador will create a mini cookbook, in Spanish, consisting of healthy and culturally responsive meals. Going a step further, under each ingredient will be a local store where these items can be sourced in an affordable way. Anyone can create a cookbook—but this will be more like a culturally responsive food guide for those living on a shoestring budget.
- **B.** The following roles and/or partners will be instrumental in the success of this grant:
  - i. Though Servicios partners with multiple organizations, no partner is identified as sub-recipient because local community-based agencies usually refer to Servicios as they themselves do not have the capacity to serve monolingual Spanish-speakers, migrants/refugees/newcomers, and/or children. Servicios intends to fill major gap in services through this proposal.
  - ii. To ensure that we are complimenting and not duplicating services, we do partner with a variety of schools and service providers. We coordinate with WE DON'T WASTE, Food Bank of the Rockies, St. Anthony Food Bank, Denver Human Services, Denver and Colorado Departments of Public Health and Environment, Cheltenham School, Brown Academy, Emily Griffith, Christian Riders Food Pantry, Bayaud Enterprises, Southwest Food Council, Barnum School, Rudy Park Recreation Center, Feed the Children, A Precious Child and many more.
  - iii. These partners help to amplify our messages on food pantry hours, special mass distribution events, and access to culturally relevant food options. These agencies also make direct referrals to our program.
  - iv. La Raza will also continue to update the HFDK team on collaborations made during this grant.
- II. **Program Locations:** The grantee will serve the following locations;
  - A. Athmar Park, Barnum, Barnum West, Mar Lee, Sun Valley, Valverde, West Colfax, Westwood

**Evaluation, Outcome Measures and Deliverables** 



## **SCOPE OF WORK**

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will draft finalize and implement an evaluation plan for the grant that will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much; barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

#### **Participation in the Macro Evaluation**

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Reporting Form (see the Reporting Section below). The grantee may also provide organizational and community input on Macro Evaluation activities and products (e.g., Theory of Change, Macro Evaluation plan, annual reports, etc.).

#### II. Performance Management and Reporting

## A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) – **Healthy Food for Denver's Kids** staff and/or designee.

The Grantee will be reviewed for:

- Program Monitoring/Evaluation-Related Activities: Review and analysis of current program information to determine the extent to which grantee contractors are achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
- 2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
- 3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

## **B.** Reporting



## **SCOPE OF WORK**

The Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees, and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are subject to change, and/or frequency of the reporting 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 Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2024	Submitted through the Reporting Form
Report 2 (12 month/ann ual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2024	Submitted through the Reporting Form
Report 3 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2025	Submitted through the Reporting Form
Report 4 (12 month/ann ual)	Demographic description of population served. Progress on process and outcome measures and learning questions	July 31 – Aug 15, 2025	Submitted through the Reporting Form



#### **SCOPE OF WORK**

Report 5 (5 months extra)	Upload relevant evaluation documents. Additional narrative description of successes and challenges.  Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of	By January 15, 2026	Submitted through the Reporting Form
Other	successes and challenges.  To be determined (TBD)	TBD	TBD
reports as	To be determined (TBD)	100	טטו
reasonably			
requested			
by the City.			

## C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee's participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

## II. Budget

A. Budget

This grantee may use funds in support of the services described in the SNAP Outreach Program through Hunger Free Colorado, including using matching dollars for SNAP programming.

The budget for this agreement is attached as an exhibit. All expenditures must:

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs to 10%
- B. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized



## **SCOPE OF WORK**

overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

• Examples of indirect costs include: Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology

## III. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

#### IV. Invoice

A. Invoice

A sample of the HFDK invoice template is attached as an exhibit.

#### V. Payments

- A. Invoices and reports shall be completed and submitted to the <a href="https://example.com/HFDKinvoices@denvergov.org">https://example.com/HFDKinvoices@denvergov.org</a> email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template or may use their own so long as it contains the same information. Invoices shall be processed with immediate payment terms.

## VI. General Grant Requirements

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

- 1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
  - 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



### **SCOPE OF WORK**

grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

- 2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
  - a. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

## Additionally, programs must:

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
  - All diet or regular sodas and sports/energy drinks
  - Flavored/added sugar milk
  - o Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
  - Candy
  - o Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
  - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

#### Additional, grantees will be asked to:

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered though HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

#### VII. Other

Grantee shall submit updated documents which are directly related to the delivery of services

Additional document requirements that may be requested for this contract:

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

## **Exhibit B**

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!

		PRIOR TO SUBI	MITTING!					
	If your budget does not show alignment, Hea	DDPHE may contact y			ons and/or modifications.			
Organization Name	La Raza Services, Inc. dba Servicios de La Raza		ŭ	S				
Term	Year 1 (August 1, 2023-July 31, 2024)							
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)							
		Budget Cates	gories					
	Foo	d and Supplies					e Mark with an Area that the	
		a una supplies				Thomas	pertains to.	
					Total Amount Requested from Healthy Food for	Priority	Priority Area	Priority
Item	Description of Item		Quantity	Per Item Cost	Denver's Kids Initiative	Area 1	2	Area 3
Food Boxes	Healthy, culturally responsive food distribution to community and children  Reusable parcels for food distribution. Limits plastic waste in the community a	and can be used multiple	1,300.00	\$ 50.00	\$ 65,000.00	X	+	
Reusuable grocery bags	times.		2,500.00					
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food.  Mobile refrigerated food cooler for distribution efforts. To be loaded/unloaded.	ed on box truck. One-time	1.00					
Refrigerated Food Storage	purchase in year 1.		1.00	\$ 5,000.00	\$ 5,000.00	X		
			Tot	Lal Food and Supplies	\$ 76,200.00			
	Program	Operating Expenses			70,200.00			
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	Х	X	
Cell Phones	Agency issued cell phone service via T-Mobile. Approx cost: \$600 per year, per English and Spanish printed materials designed to reach Latinos, indigent com		2.00			Х	X	
Outreach Materials	marginalized communities on the importance of healthy food for kids.		,	\$ 0.50  I Operating Expenses			X	
	Personnel and	Administrative Services			30,100.00			
Salary Employees								
				Salary + Fringe	Total Amount Requested from Healthy Food for	Priority	Priority Area	Priority
Position Title  BES Coordinator	Description of Work		Percent of Time	\$ 61,000.00	Denver's Kids Initiative	Area 1		Area 3
BES COORdinator	Coordinate food purchasing and distribution provide supervision to staff  Engage in community outreach and offer conversation based "classes" and in	formation on healthy eating	30%	\$ 61,000.00	\$ 18,300.00	X	X	
Mobile Bilingual Healthy Food Ambassad	dor habits. Additionally, will connect eligible families to Servicios' array of free he		100%	\$ 58,560.00	\$ 58,560.00	Х	X	
Hourly Employees								
riodily 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 handl and driving/maintenance of box truck.	ing, setting up food boxes,	1,040.00			х		
			Tot	al Personnel Services	\$ 102,236.00			
	Other	/ Miscellaneous						
ltem	Description		Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area	Priority Area 3
Box truck	Purchase of a large box truck for food delivery. One time purchase in year 1		Quantity 1	\$ 85,000.00				
Box truck maintenance	Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling	g within box truck	1	\$ 1,991.27				
Gas	Fuel costs for box truck. Approximate costs: \$100 per month for a year		12	\$ 100.00				
Total Other \$ 88,191.27								
	Su	bcontractors	1					
			Quantity	Per Item Cost	Total Amount Requested from Healthy Food for	Priority	Priority Area	
Name of Organization	Name of Organization Item Description				Denver's Kids Initiative	Area 1	2	Area 3
Total Subcontractors \$								
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other) \$ 272,727.27								
		Indirect						
					Total Amount Requested from Healthy Food for			
Item	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10)	0%) cap on reimbursement for	indirect costs or the or	ganization's federally	Denver's Kids Initiative			
Indirect rate (if applicable):	negotiated rate, based on the total contract budget. \$ 27,272.73							

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TOTAL INDIRECT COSTS		
TOTAL INDIRECT COSTS	\$ 27,272.73	
TOTAL AMOUNT REQUESTED FROM HFDK		
TOTAL AMOUNT REQUESTED TROM TILDR		
	\$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!

		PRIOR TO SUBN	MITTING!					
	If your budget does not show alignment	;, DDPHE may contact y althy Food for Denver's			ns and/or modifications.			
Organization Name	La Raza Services, Inc. dba Servicios de La Raza	aiting 1 dod for Deliver's	Kids Frogram bu	uget				
Term	Year 2 (August 1, 2024-July 31, 2025)							
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)							
		Budget Categ	gories					
	For	od and Supplies					Mark with an Area that the l	
		a and supplies				Triority	pertains to.	
					Total Amount Requested from Healthy Food for	Priority	Priority Area	Priority
Item	Description of Item		Quantity	Per Item Cost	Denver's Kids Initiative	Area 1	_	Area 3
Food Boxes	Healthy, culturally responsive for distribution to community and children  Reusable parcels for food distribution. Limits plastic waste in the community	and can be used multiple	2,590.00	\$ 50.00	\$ 129,500.00	Х		
Reusuable grocery bags	times.		2,500.00	\$ 2.00	\$ 5,000.00	Х		
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food supplies.		1.00	\$ 1,200.00	\$ 1,200.00	Х		
					\$ -			
					\$ -			
	Du o our un	Operating Expenses	То	tal Food and Supplies	\$ 135,700.00			
	Program	Operating Expenses						
ltem	Description of Item		Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area	Priority Area 3
Cell Phones	Agency issued cell phone service via T-Mobile. Approx cost: \$600 per year, p	per person.	Quantity 2.00				X	raica 3
Outreach Materials	English and Spanish printed materials designed to reach Latinos, indigent comarginalized communities on the importance of healthy food for kids.		10,000.00				Х	
					\$ -			
			Tota	l Operating Expenses	\$ 6,200.00			
	Personnel an	d Administrative Services						
Salam Franksissa								
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	х	Х	
Mobile Bilingual Healthy Food Ambassado	Engage in community outreach and offer conversation based "classes" and in habits. Additionally, will connect eligible families to Servicios' array of free h		100%	\$ 58,560.00	\$ 58,560.00	х	Х	
Hourly Employees								
					Total Amount Requested from Healthy Food for	Priority	Priority Area	Priority
Position Title	Assists in food purchasing, loading/unloading, distribution and package hand	dling, setting up food boxes,	Hours	Hourly Rate	Denver's Kids Initiative	Area 1	2	Area 3
Food delivery driver	and driving/maintenance of box truck.		2080.00	\$ 24.40	\$ 50,752.00	X		
			To	al Personnel Services				
	Othe	r / Miscellaneous						
					Total Amount Decreated form 11 12 = 15	Priority	Priority Area	Priority
Item	Description		Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Area 1		Area 3
Box truck maintenance	Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling	ng within box truck	1	\$ 2,015.27				
Gas	Fuel costs for box truck. Approximate costs: \$100 per month for a year		12	\$ 100.00	<u> </u>			
			l	Total Other	\$ 3,215.27			
Subcontractors								
Name of Organization	Item C	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)								
Indirect								
Total Amount Requested from Healthy Food for Item  Description  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 (2 negotiated rate, based or	10%) cap on reimbursement for the total contract budget.		•	\$ 27,272.73			
	TOTAL INDIRECT COSTS \$							

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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	Ü	J					
Term	5 months (August 1, 2025-December 31, 2025)							
Request for Proposal Name	Healthy Food for Denver's Kids (HFDK04)							
	Budget Categ	gories						
	Food and Supplies					Mark with an Area that the pertains to.		
Item	Description of Item	Quantity	Per Item Cost		Priority Area 1	Priority Area 2	Priority Area 3	
Food Boxes	Healthy, culturally responsive for distribution to community and children  Reusable parcels for food distribution. Limits plastic waste in the community and can be used multiple	1,024.00	\$ 50.00	\$ 51,200.00	Х			
Reusuable grocery bags	times.	1,000.00	\$ 2.00	\$ 2,000.00	Х			
Storage Supplies	Shelving, boxes, disposable gloves, etc to handle food supplies.	1.00	\$ 500.00	\$ 500.00	Х			
				\$ -				
		l Tot	tal Food and Supplies	\$ 53,700.00				
	Program Operating Expenses							
ltem	Description of Item	Quantity	Per Item Cost	, , , , , , , , , , , , , , , , , , , ,	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 English and Spanish printed materials designed to reach Latinos, indigent communities, and other	2.00	\$ 250.00	\$ 500.00	X	Х		
Outreach Materials	marginalized communities on the importance of healthy food for kids.	10,000.00	\$ 0.50	\$ 5,000.00		Х		
		Tota	l Operating Expenses	\$ - \$ 5,500.00				
	Personnel and Administrative Services							
Calair Franks and								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	_ '	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	Х	Х		
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%	\$ 24,400.00	\$ 24,400.00	х	Х		
Hourly Employees								
Position Title	Description of Work  Assists in food purchasing, loading/unloading, distribution and package handling, setting up food boxes,	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	and driving/maintenance of box truck.	860.00	\$ 24.40	\$20,984.00				
		Tot	al Personnel Services	\$0.00 \$53,009.00				
	Other / Miscellaneous		•	<b>, , , , , , , , , , , , , , , , , , , </b>				
					Priority	Priority Area		
Item  Box truck maintenance	Description  Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling within box truck	Quantity 1	Per Item Cost \$ 927.36		Area 1	2	Area 3	
Gas	Fuel costs for box truck. Approximate costs: \$100 per month for a year	5	\$ 100.00	\$500.00				
			Total Other	\$0.00				
Total Other \$1,427.36 Subcontractors								
Name of Organization	Item Description	Quantity	Per Item Cost	resurrante mequees a remarkable production and the second	Priority Area 1	Priority Area 2	Priority Area 3	
			Total Subcontractors	\$0.00				
	TOTAL DIRECT COSTS (S			\$0.00 \$113,636.36				
Indirect								
ltem	Description  Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for	indirect costs or the or	ganization's federally	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Indirect rate (if applicable):	negotiated rate, based on the total contract budget.		L INDIRECT COSTS	\$ 11,363.64				
\$ 11,363.64								

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TOTAL ANAQUINT DEGLIESTED EDGNALLEDY		
TOTAL AMOUNT REQUESTED FROM HFDK	\$ 125,000.00	

Total Contract Maximum Amount (August 1, 2023- Deember 31, 2025)

\$725,000.00

ACORD

LSALEE

## DATE (MM/DD/YYYY)

## **CERTIFICATE OF LIABILITY INSURANCE**

6/28/2023

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).

	9						
PRODUCER License # 0757776		CONTACT NAME:					
HUB International Insurance Servi 2000 S. Colorado Blvd	ces (COL)	PHONE (A/C, No, Ext): (303) 893-0300 FAX (A/C, No): (866) 20					
Tower 2, Suite 150		E-MAIL ADDRESS:					
Denver, CO 80222		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)					
INSURED		INSURER B : Pinnacol Assurance Company					
La Raza Services, Inc	., dba: Servicios de La Raza	INSURER C:					
3131 W 14th Ave		INSURER D:					
Denver, CO 80204		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:	REVISION NU	MBER:				

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.

NSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
Α	Χ	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	X	2023-11333	7/1/2023	7/1/2024	PREMISES (Ea occurrence)	\$	500,00
								MED EXP (Any one person)	\$	20,00
								PERSONAL & ADV INJURY	\$	1,000,00
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	3,000,00
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	s	3,000,00
		OTHER:						LIQUOR LIAB	\$	1,000,00
Α	AU1	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,00
	Χ	ANY AUTO	x	X	2023-11333	7/1/2023	7/1/2024	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY	^					BODILY INJURY (Per accident	1	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
		AUTOS ONLY						(i ei accident)	\$	
Α	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,00
		EXCESS LIAB CLAIMS-MADE			2023-11333-UMB	7/1/2023	7/1/2024	AGGREGATE	\$	2,000,00
		DED X RETENTION \$ 10,000						AGGREGATE	T .	
В	WOF	RKERS COMPENSATION						PER OTH-	\$	
_	AND	EMPLOYERS' LIABILITY Y/N			2248652	7/1/2023	7/1/2024	STATUTE ER	1_	1,000,00
	OFF	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A			.,		E.L. EACH ACCIDENT	\$	1,000,00
	If ves	s, describe under						E.L. DISEASE - EA EMPLOYE	\$	1,000,00
	DÉS	CRIPTION OF OPERATIONS below			2023-11333	7/1/2023	7/4/2024	E.L. DISEASE - POLICY LIMIT	\$	
		conduct / Abuse					7/1/2024	Limit:		1,000,00
Α	Pro	fessional Liab			2023-11333	7/1/2023	7/1/2024	Limit:		1,000,00

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 Insured for their interest in General Liability and Auto Liability including Waiver of Subrogation.

CERTIFICATE HOLDER	CANCELLATION

City/County of Denver, Dept of Public Health and Environment 101 W Colfax Ave, 7th Floor 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

AUTHORIZED REPRESE

## **TIMELINE OF ACTIVITIES (limited to two pages)**

Add additional rows as needed. Remember to include program planning, implementation, management, and data collection/evaluation activities.

Key Activity/Metric  You may want to connect	<b>Location</b> Where the activity	Staff Persons/	Partnerships  Any		<b>Ye</b> a					ar <b>2</b> -2025		Year 3
activities to program goals, objectives, and budget line items	will take place	Agency responsible	partnerships involved in or leading the activity	Q1 Aug- Oct	Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug- Oct	Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July	Aug- Dec
<b>EXAMPLE ONLY:</b> Develop job descriptions, conduct interviews, and hire five garden activators and two seasonal educators	Hiring remotely for the school garden at X school in Barnum West	Healthy Food in Schools Program Manager	Working closely with X organization to recruit applicants	x	x							
Purchase and brand a box truck for both bulk food pickup and food deliveries that will occur directly in high priority neighborhoods.	At Servicios	President & CEO and Vice- President of Finance	n/a	х								
Hire a delivery driver to increase Servicios' capacity to both pick up bulk food donations and scale distribution efforts during non- traditional hours.	At Servicios	President & CEO	n/a	х								
Prioritize distributing healthy food items congruent with culture, heritage, and/or dietary restrictions.	Mobile outreach to neighborhoods with high Latine census that are also low-income, such as Elyria-Swansea, Globeville, NE Parkhill, East Colfax, West Colfax, Montbello, Sun Valley, Five Points, Valverde, Villa Park, Westwood, College View South, Lincoln Park, Barnum, Athmar Park and Goldsmith.	BES Coordinator in collaboration with the delivery driver and Bilingual Mobile Healthy Food Ambassador.	Comarketing and truck site hosting via We Don't Waste, Denver DHS, Cheltenham School, Brown Academy, Emily Griffith, Christian Riders Food Pantry, Southwest Food Council, Barnum School, Rudy Park Recreation Center, A Precious Child, etc.	х	X	x	X	x	х	x	x	х

Mirror marketing tactics such as giveaways, coloring pages, and fun and playful children's music being broadcasted from the food distribution truck.	Via the mobile food delivery truck	Bilingual Mobile Healthy Food Ambassador	n/a	Х	х	х	х	X	х	х	х	Х
Hire Mobile Bilingual Healthy Food Ambassador (with preference for an individual with the lived experience of food insecurity) to accompany the food delivery driver.	At Servicios	BES Coordinator in coordination with the President and CEO	n/a	х								
Link community members to Servicios' existing, bilingual SNAP and WIC enrollment programs.	Via offsite outreach prioritizing the aforementioned Denver neighborhoods	BES Coordinator and Bilingual Mobile Healthy Food Ambassador	Enrollment program information will be shared with all community partners/host sites.	x	x	x	x	х	х	x	x	х
Develop a recipe guide that provides healthy food options in Spanish and share broadly.	At Servicios as researched throughout the broader community	Bilingual Mobile Healthy Food Ambassador	n/a								х	
Source the ingredients to show where they can be obtained and at what cost (with stores being prioritized around public transportation).	At Servicios as researched throughout the broader community	Bilingual Mobile Healthy Food Ambassador	In cooperation with local grocery stores	х	х	х	х	х	х	х		
Deploy strategic learning and ongoing evaluation based upon project data, consumer feedback, environmental shifts, and emerging best practices; though this chart is broken out quarterly, program reports are evaluated monthly at Servicios.	At Servicios (note— though most client surveys will be collected out in the field)	Servicios' executive staff per reports from the BES Coordinator and Bilingual Mobile Healthy Food Ambassador	Servicios' executive leadership team	х	х	х	х	х	х	х	х	х
Staff at least 2 community events each week (on top of the outreach during food distribution) to educate about health food options.	Within our targeted neighborhoods	Bilingual Mobile Healthy Food Ambassador	In partnership with aforementioned potential host sites/partners	х	Х	Х	х	Х	х	х	х	х

## **Exhibit D**

# Denver Department of Public Health and Environment - Healthy Food for Denver's Kids EXPENDITURE DETAILS for REIMBURSEMENT INVOICE FORM

Invoice #		Organization Name	
Date Invoice is sent to HFDK		Invoice Period	
Purchase Order/ Contract #		Final Invoice Amount	\$ -
Payment Option		Payment Terms	Immediate
То:		From:	
Program:	Healthy Food for Denver's Kids	Contact Name:	
HFDK Contact:	Jessica Murison	Remit Address:	
Address:	101 W Colfax		
City:	Denver	City:	
State:	co	State:	
Zip Code:	80202	Zip Code:	
Telephone:	760-715-7194	Telephone:	
Email:	HFDKinvoices@denvergov.org	Email:	

	Total Amount					
Food and Supplies						
Item	Description of Item	Quantity	Per Item Cost			

		<del>,</del>			
			\$	-	
			\$	-	
			\$	_	
				-	
				_	
		Total Food and Supplies	<del> </del>	\$0.00	
Progra	m Onerating Eyne			<del>, , , , , , , , , , , , , , , , , , , </del>	
Description of item	Quantity	Per item cost	Ċ		
				-	
			Ş	-	
			Ċ		
			-	-	
				-	
		Total Operating Expenses	\$	-	
S	alary Employees				
	Percent of				
	time spent	Total earnings for monthly invoice			
Description of Work	this Month				
			\$	-	
				-	
				-	
				-	
				_	
ш	ourly Employees		<u>,                                     </u>		
		Havely Bata			
Description of Work	Hours	Hourly Rate	Ċ		
				-	
				-	
				-	
				-	
			<u> </u>	-	
Total Personnel Expense					
	Description of Item  S  Description of Work	Salary Employees Percent of time spent this Month  Hourly Employees	Salary Employees  Percent of time spent this Month period (Salary + Fringe)  Hourly Employees  Description of Work Hours Hourly Rate	\$ \$ \$ \$ Total Food and Supplies  Program Operating Expenses  Description of Item Quantity Per Item Cost \$ \$ \$ \$ Total Operating Expenses \$  Salary Employees  Percent of time spent this Month period (Salary + Fringe)  \$ \$ \$ \$ \$ Hourly Employees	

Item	Description	Quantity	Per Item Cost	
				\$ -
			Total Other Expense	\$ -
			Direct Costs -Total	\$ -
	Ind	lirect Costs		
Item		De	escription	
10% Indirect rate (if				
applicable):				
			TOTAL INDIRECT COSTS	\$ -
			TOTAL THIS INVOICE	\$ -

Billing Summary	
Total Contract Amount	
Advanced Funds Invoiced (if applicable)	
Cumulative Amount Previously Invoiced	
Amount of this Invoice	\$ -
Total Invoiced to Date	\$ -
Budget Amount Remaining	\$ -

You are not able to enter information into this summary spreadsheet tab - this is for summary purposes on Complete the expenditures spreadsheet tab only (the first tab in this Excel file). Then, sign (or print name designated box below. The information entered into the Expenditures tab will automatically populate in t below. Follow contract instructions to complete the Expenditures and submit the invoice.

# Denver Department of Public Health & Environment Exhibit E - REIMBURSEMENT INVOICE FORM

	DATE INVOICE SENT TO HFDK:			
	Organization Name:			0
	Invoice Period:		0.	00
	Invoice #:	0.00		
	PO/Contract #:	0.00		
	Final Invoice:	\$		-
	Payment Option:	2	Mailed Reimbur	sment Check
To:			From:	
HFDK Program:	Healthy Food for Denver's Kids		Contact Name:	0
HFDK Contact:	Jessica Murison		Address:	0
Address:	101 W Colfax			
City:	Denver		City:	0
State:	СО	·	State:	0
Zip Code:	80202		Zip Code:	0
Telephone:	760-715-7194		Telephone:	0
Email:	HFDKinvoices@denvergov.org		Email:	0

Expenditure Categories	Total Req
Food and Supplies	
Program Operating Expenses	

Personnel		
Other Costs		
	SUB-TOTAL BEFORE INDIRECT	
Indirect		\$
	TOTAL THIS INVOICE	\$

I/We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessive relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice been achieved.

Print Name, Title

Date