

## A G R E E M E N T

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

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** 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. TERM:** The Agreement will commence on **August 1, 2025**, and will expire on **July 31, 2028**, (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. Budget.** 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. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. **Invoicing:** 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 **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)** (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. **STATUS OF CONTRACTOR:** 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, kickbacks, collusive bidding, bid-rigging, 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".

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

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:**

**a. 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. Proof of Insurance:** 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. **Additional Insureds:** For Commercial General Liability, Business Automobile 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. **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** 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. **Commercial General Liability:** 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. **Business Automobile Liability:** 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. DEFENSE AND INDEMNIFICATION:**

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. ASSIGNMENT; SUBCONTRACTING:** 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. INUREMENT:** 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  
201 W. Colfax Avenue, Suite 800  
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. DISPUTES:** 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. LEGAL AUTHORITY:** 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. SURVIVAL OF CERTAIN PROVISIONS:** 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. ADVERTISING AND PUBLIC DISCLOSURE:** 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. City Information:** 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. CITY EXECUTION OF AGREEMENT:** 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.

**31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The 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. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** 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.

**33. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding

the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor 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 and Implementation.

**Exhibit E** – Sample Invoice Form.

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

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202580275-00  
Clayton Early Learning, Trustee, George W. Clayton Trust

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

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
\_\_\_\_\_  
  
By: \_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202580275-00  
Clayton Early Learning, Trustee, George W. Clayton Trust

Signed by:

*Paula Smith*

EF010EBD23684D4...

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

Paula Smith

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

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

Chief Impact Officer

ATTEST: [if required]

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

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

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



# EXHIBIT A

## SCOPE OF WORK

### I. Purpose of Agreement

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

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

Clayton Early Learning has been awarded **\$1,000,000.00** in Healthy Food for Denver’s Kids funds for the maximum contracted amount for a contract term of August 1, 2025- July 31, 2028.

### II. Program Services and Descriptions

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

Clayton Early Learning proposes to continue and optimize the Clayton Cares Market—a no-cost grocery store that serves children and families in Denver, Colorado. Established in 2022 and grounded in a holistic, two-generation model, the Market addresses food insecurity by offering access to fresh, culturally responsive food and providing hands-on nutrition and cooking education. This initiative meets urgent food access needs, fosters long-term wellness, and empowers families with the knowledge and tools to sustain healthy lifestyles.

- **Who:** The program serves more than 500 Clayton families enrolled across school-based, home-based, and community partner sites, with a focus on families with children under 18 years old. Many of the families in our community face systemic barriers to obtaining nutritious food, with approximately 100% of children enrolled in our programs qualifying for federal assistance such as the National Head Start Program. The Market also welcomes qualifying families across multiple Denver neighborhoods, such as Clayton, Green Valley Ranch, Elyria Swansea, and Park Hill.
- **What:** The Clayton Cares Market provides a dignified, no-cost grocery shopping experience. Families will receive weekly food distributions (up to 20 lbs.) that include fresh produce, pantry staples, low fat dairy options, healthy proteins, and culturally relevant food options. Additionally, the program will offer nutrition education workshops via partnerships, on-site SNAP application assistance, and gardening education in partnership with local organizations.
- **Where:** Services are centralized on Clayton’s historic campus in Northeast Denver, a location accessible to a wide range of communities. On-site food demonstrations, gardening education, and SNAP assistance are also offered at this hub.
- **When:** The Market operates 48 weeks per year, aligning with the Clayton school calendar. Access to nutrition workshops, harvesting of community gardens, and SNAP outreach events are scheduled throughout the year.



**DENVER**  
THE MILE HIGH CITY

## **EXHIBIT A**

### **SCOPE OF WORK**

- How: The Market is run by a team of three bilingual staff members and a cohort of approximately 50 volunteers who contribute over 1,000 hours annually. Additionally, our Child Family Educator team incorporates weekly deliveries of food from the market to families in their homes who are facing transportation barriers or other barriers. The team partners with over a dozen local organizations to procure food, deliver educational programming, and connect families to wraparound services.

The goals of this project are as follows:

- **Goal 1: Expand Access and Choice**
  - By the end of Year 3, the Clayton Cares Market will serve 3,500 unduplicated youth and 1,500 households. This will be achieved through sustained outreach, targeted marketing, and collaboration with our Head Start enrollment team to identify and engage eligible families. We will intentionally source culturally relevant food from local suppliers and prioritize underrepresented households using a case-management approach and multilingual outreach informed by community feedback to ensure equitable access.
- **Goal 2: Improve Food Distribution Efficiency and Promote Sustainable Consumption**
  - The Clayton Cares Market will distribute 20 pounds of food per week to each participating family by September 1, 2025, a 40% reduction in food volume from the current 35 pounds of week per family while preserving and increasing equitable access for the most vulnerable households. To support this transition, the Market will offer nutrition education workshops on budget-friendly meal planning and food preservation. All educational materials and activities will be bilingual and culturally responsive, reflecting the food traditions and preferences of the communities served. Additionally, we have two food producing gardens on campus. Food harvested from the gardens will be distributed in the market. Through partnerships with Denver Urban Gardens and other organizations we are also offering our community garden plots on our campus to families who utilize our market.
- **Goal 3: Increase Access to SNAP and Wraparound Resources**
  - Each year, the Clayton Cares Market will provide on-site SNAP application assistance through our partnership with Hunger Free Colorado and community resource navigation to at least 100 families, with at least 80% of those families connected to one or more additional services, such as housing, healthcare, or utility assistance. The program will launch within six months and continue through Year 3, offering multilingual, accessible support tailored to the needs of families living in food-insecure neighborhoods.
- **Evaluation Methods and Metrics**
  - Clayton will utilize custom evaluation tools developed over the initial three years of Market operations. Metrics will include:
    - Number of individuals and households served (tracked via Airtable database)
    - Pounds of food distributed per visit (tracked via Airtable database)





## EXHIBIT A

### SCOPE OF WORK

- Workshop attendance and pre/post surveys measuring knowledge gain.
- SNAP enrollment rates and successful referrals to other services.
- Demographic data disaggregated by race, language, and neighborhood to ensure equity in outreach.
- All SMARTIE goals are quantitative and qualitative outcomes as outlined above.
- Data will be collected weekly and reviewed monthly by the Market's senior staff and evaluation team. Findings will guide program adjustments and support transparent reporting to funders and stakeholders. Data reporting will align with the HFDK quarterly and annual evaluation and reporting expectations.

Please see **Exhibit D** for further timeline and implementation information.

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

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>
Athmar Park	<input checked="" type="checkbox"/>
Auraria	<input type="checkbox"/>
Baker	<input type="checkbox"/>
Barnum	<input checked="" 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 checked="" type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Cheesman Park	<input type="checkbox"/>
Cherry Creek	<input type="checkbox"/>
City Park	<input type="checkbox"/>
City Park West	<input checked="" type="checkbox"/>
Civic Center	<input type="checkbox"/>
Clayton	<input checked="" type="checkbox"/>
Cole	<input checked="" type="checkbox"/>
College View - South Platte	<input type="checkbox"/>
Congress Park	<input checked="" type="checkbox"/>
Cory - Merrill	<input type="checkbox"/>
Country Club	<input type="checkbox"/>
DIA	<input type="checkbox"/>



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## EXHIBIT A

### SCOPE OF WORK

East Colfax	<input checked="" type="checkbox"/>
Elyria Swansea	<input checked="" type="checkbox"/>
Five Points	<input checked="" type="checkbox"/>
Fort Logan	<input type="checkbox"/>
Gateway - Green Valley Ranch	<input checked="" type="checkbox"/>
Globeville	<input checked="" type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Green valley Ranch	<input type="checkbox"/>
Hale	<input type="checkbox"/>
Hampden	<input checked="" type="checkbox"/>
Hampden South	<input type="checkbox"/>
Harvey Park	<input checked="" type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Highland	<input checked="" type="checkbox"/>
Hilltop	<input checked="" type="checkbox"/>
Indian Creek	<input type="checkbox"/>
Jefferson Park	<input checked="" type="checkbox"/>
Kennedy	<input checked="" type="checkbox"/>
La Alma lincoln park	<input type="checkbox"/>
Lincoln Park	<input checked="" type="checkbox"/>
Lowry Field	<input type="checkbox"/>
Mar Lee	<input checked="" type="checkbox"/>
Marston	<input type="checkbox"/>
Montbello	<input checked="" type="checkbox"/>
Montclair	<input type="checkbox"/>
North Capitol Hill	<input checked="" type="checkbox"/>
North Park Hill	<input checked="" type="checkbox"/>
Northeast Park Hill	<input checked="" type="checkbox"/>
Overland	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Regis	<input type="checkbox"/>
Rosedale	<input type="checkbox"/>
Ruby Hill	<input checked="" type="checkbox"/>
Skyland	<input checked="" type="checkbox"/>
Sloan Lake	<input checked="" type="checkbox"/>
South Park Hill	<input type="checkbox"/>
Southmoor Park	<input type="checkbox"/>
Speer	<input checked="" type="checkbox"/>
Sun Valley	<input checked="" type="checkbox"/>
Sunnyside	<input checked="" type="checkbox"/>
Union Station	<input type="checkbox"/>



## EXHIBIT A

### SCOPE OF WORK

University	<input type="checkbox"/>
University Hills	<input type="checkbox"/>
University Park	<input checked="" type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input checked="" type="checkbox"/>
Virginia Village	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>
Washington Virginia Vale	<input checked="" type="checkbox"/>
Wellshire	<input checked="" type="checkbox"/>
West Colfax	<input checked="" type="checkbox"/>
Westwood	<input checked="" type="checkbox"/>

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

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

#### B. Public Good

The Clayton Cares Market supports individual families and strengthens the public good by addressing systemic food insecurity in Denver through an inclusive, community-centered approach. By providing consistent access to nutritious, culturally relevant food and embedding nutrition education materials, the program improves public health outcomes for children and families most impacted by poverty, malnutrition, and inequitable food systems.

Healthy, well-nourished children are more likely to succeed academically and socially, reducing long-term burdens on educational, healthcare, and social service systems. The program's two-generation approach empowers caregivers with the knowledge and tools to create healthier home environments, fostering generational wellness that ripples across communities.

Through partnerships with local growers, nonprofits, and city agencies, the Clayton Cares Market also builds stronger food systems and local economies. Clayton's focus on purchasing from Colorado-based vendors supports small businesses, while Clayton's SNAP outreach increases public program participation, ensuring more residents access long-term support.

By sharing best practices and collaborating with other HFDK grantees, Clayton can amplify the impact beyond Clayton's organization and contribute to citywide learning and innovation in food access strategies. The market is open to families across multiple neighborhoods and demographic groups, promoting equity in how services are delivered, and public dollars are invested.

Ultimately, this work goes beyond addressing hunger—it cultivates dignity, resilience, and community belonging, creating healthier, more equitable neighborhoods for all Denver residents

### III. Evaluation, Outcome Measures and Deliverables



# EXHIBIT A

## SCOPE OF WORK

### 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.

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.



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## EXHIBIT A

### SCOPE OF WORK

2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

#### B. Reporting

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

Clayton Early Learning will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education, and Food and Nutrition Assistance.

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

Report # and Name	Description	Due Date	Reports to be sent to:
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 1; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 2; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 3; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor



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## EXHIBIT A

### SCOPE OF WORK

Other reports as requested	To be determined (TBD)	TBD	TBD
----------------------------	------------------------	-----	-----

#### C. Evaluation Support

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

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider's data submitted to the monitoring platform will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

## V. Budget

### A. Budget

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

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs up to 15%

**Indirect Cost Limit:** The Provider's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program, and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

**Examples of indirect costs include:** Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service



## EXHIBIT A

### SCOPE OF WORK

delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology

#### VI. Invoice

##### A. Invoice

A sample of the HFDK invoice template is attached as 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.**
- 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)



## EXHIBIT A

### SCOPE OF WORK

**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.
- 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	Clayton Early Learning								
Term	Year 1 (August 1, 2025-July 31, 2026)								
Request for Proposal Name	Healthy Food for Denver's Kids(HFDKID)								
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			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		
Healthy food and produce for Clayton Cares Market Day(s)	Local, healthy foods available in the market weekly for children, families, and the community	48	\$ 3,535.01	\$169,680.43	X				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Food and Supplies				\$169,680.43					
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		
In-state Mileage	In-state mileage for food pick-up from food bank partners. This covers 14.88 miles per week over 48 weeks per year, which should adequately support short, local trips to partners such as We Don't Waste and Sam's Club, all located within a few miles of the Clayton campus.	48	\$ 10.42	\$500.16	X				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Operating Expenses				\$500.16					
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		
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 59,800.00	\$35,880.00	X				
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 58,500.00	\$35,100.00	X				
Director, Nutrition & Food Initiatives	Supervises market staff, oversees budget compliance, manages contracts, and leads food access and nutrition initiatives.	70%	\$ 97,500.00	\$68,250.00	X				
Hourly Employees									
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
Total Personnel Services				\$139,230.00					
Other / Miscellaneous									
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Other				\$0.00					
EVALAUTION									
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring- Airtable	0.19%	\$45*12 months	\$600	X				
Total Evaluation				\$600.00					
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	Priority Area 3	
					\$0.00				

						\$0.00			
						\$0.00			
						\$0.00			
						\$0.00			
Total Subcontractors						\$0.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$310,010.59			
Indirect									
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative				
10% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a 15 percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.				10% of Direct Costs				
TOTAL INDIRECT COSTS						\$31,001.06			
TOTAL AMOUNT REQUESTED FROM HFDK						\$341,011.65			

Healthy Food for Denver's Kids Program Budget									
Organization Name		Clayton Early Learning							
Term		Year 2 (August 1, 2026-July 31, 2027)							
Request for Proposal Name		Healthy Food for Denver's Kids(HFDKDG)							
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			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		
Healthy food and produce for Clayton Cares Market Day(s)	Local, healthy foods available in the market weekly for children, families, and the community	48	\$ 3,520.00	\$168,960.00	X				
				\$0.00					
				\$0.00					
				\$0.00					
Total Food and Supplies				\$168,960.00					
Program Operating Expenses									
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
In-state Mileage	In-state mileage for food pick-up from food bank partners. This covers 14.88 miles per week over 48 weeks per year, which should adequately support short, local trips to partners such as We Don't Waste and Sam's Club, all located within a few miles of the Clayton campus.	48	\$ 10.42	\$500.16	X				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Operating Expenses				\$500.16					
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		
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 59,800.00	\$35,880.00	X				
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 58,500.00	\$35,100.00	X				
Director, Nutrition & Food Initiatives	Supervises market staff, oversees budget compliance, manages contracts, and leads food access and nutrition initiatives.	60%	\$ 97,500.00	\$58,500.00	X				
Hourly Employees									
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
Total Personnel Services				\$129,480.00					
Other / Miscellaneous									
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Other				\$0.00					
EVALAUTION									
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring - Airtable	0.20%	\$45*12 months	\$600	X				
Total Evaluation				\$600.00					
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	Priority Area 3	
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
Total Subcontractors				\$0.00					

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)		\$299,540.16
Indirect		
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
10% indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a 15 percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.	10% of Direct Costs
TOTAL INDIRECT COSTS		\$29,954.02
TOTAL AMOUNT REQUESTED FROM HFDK		\$329,494.18

Healthy Food for Denver's Kids Program Budget									
Organization Name	Clayton Early Learning								
Term	Year 3 (August 1, 2027-July 31, 2028)								
Request for Proposal Name	Healthy Food for Denver's Kids(HFDKDG)								
Budget Categories									
Food and Supplies					Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No	
					Priority Area 1	Priority Area 2	Priority Area 3		
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
healthy food and produce for Clayton Cares Market Day(s)	Local, healthy foods available in the market weekly for children, families, and the community	48	\$ 3,520.00	\$168,960.00	x				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Food and Supplies				\$168,960.00					
Program Operating Expenses									
					Priority Area 1	Priority Area 2	Priority Area 3		
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
In-state Mileage	In-state mileage for food pick-up from food bank partners. This covers 14.88 miles per week over 48 weeks per year, which should adequately support short, local trips to partners such as We Don't Waste and Sam's Club, all located within a few miles of the Clayton campus.	48	\$ 10.42	\$500.16	x				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Operating Expenses				\$500.16					
Personnel and Administrative Services									
Salary Employees									
					Priority Area 1	Priority Area 2	Priority Area 3		
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 59,800.00	\$35,880.00	x				
Food Security Coordinator	Coordinates day to day operations of the expansion of the Clayton Cares Market Day(s)	60%	\$ 58,500.00	\$35,100.00	x				
Director, Nutrition & Food Initiatives	Supervises market staff, oversees budget compliance, manages contracts, and leads food access and nutrition initiatives.	60%	\$ 97,500.00	\$58,500.00	x				
Hourly Employees									
					Priority Area 1	Priority Area 2	Priority Area 3		
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
				\$0.00					
				\$0.00					
Total Personnel Services				\$129,480.00					
Other / Miscellaneous									
					Priority Area 1	Priority Area 2	Priority Area 3		
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
Total Other				\$0.00					
EVALAUTION									
					Priority Area 1	Priority Area 2	Priority Area 3		
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative					
Evaluation Supplies	Assessment record forms, assessment subscription fees, and online scoring - AirTable	0.20%	\$45*12 months	\$600	x				
Total Evaluation				\$600.00					
Subcontractors									
					Priority Area 1	Priority Area 2	Priority Area 3		
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
					\$0.00				
Total Subcontractors				\$0.00					
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$299,540.16					

Indirect			
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative	
10% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a 15 percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.	10% of Direct Costs	
TOTAL INDIRECT COSTS		\$29,954.02	
TOTAL AMOUNT REQUESTED FROM HFDK		\$329,494.18	
TOTAL MAXIMUM CONTRACT AMOUNT		\$1,000,000.00	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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).

<b>PRODUCER</b> CCI 155 Inverness Drive West Englewood CO 80112	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 303-799-0110 <b>FAX (A/C, No):</b> 303-799-0156 <b>E-MAIL ADDRESS:</b> info@thinkccig.com														
<b>INSURED</b> Clayton Early Learning, Trustee, George W. Clayton Trust 3801 Martin Luther King Blvd. Denver CO 80205	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Berkley National Ins. Co.</td> <td>38991</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: Berkley National Ins. Co.	38991	INSURER B: Pinnacol Assurance	41190	INSURER C: Philadelphia Indemnity Insuran	18058	INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES

CERTIFICATE NUMBER: 539466934

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HHN853329911	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHN853329911	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			HHN853329911	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		4058502	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Abuse or Molestation Liability Professional Liability			PHSD1808304005 HHN853329911	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Limit: \$2,000,000 Each Occurrence/Agg: \$1M / \$3M Each Occurrence/Agg: \$1M / \$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #202158233 As required by written contract or written agreement, The City and County of Denver, its elected and appointed officials, employees and volunteers is included as Additional Insured for ongoing operations under General Liability and Auto 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

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**Exhibit D****TIMELINE OF ACTIVITIES**

Key Activity/Metric  <i>You may want to connect activities to program goals, objectives, and budget line items</i>	Location  <i>Where the activity will take place</i>	Staff  <i>Persons/Agency responsible</i>	Partners  <i>Any partners involved in or leading the activity</i>	Year 1  2025-2026				Year 2  2026-2027				Year 3  2027-2028			
				Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July
<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										
Weekly operation of Clayton Cares Market with fresh produce & pantry staples	Clayton Campus- Clayton Cares Market	Senior Manager, Food Security Coordinators	We Don't Waste, Food Bank of the Rockies, Barber's Foods, Fresh Guys, etc.	x	x	x	x	x	x	x	x	x	x	x	x
Provide SNAP application assistance and community resource referrals	Clayton Campus	Senior Manager	Hunger Free Colorado Mobile Outreach team	x	x	x	x	x	x	x	x	x	x	x	x
Partner for gardening education & distribute harvesting supplies	Clayton Campus and other ECE community sites in Denver	Senior Manager, Food Security Coordinator, Kitchen manager	Denver Urban Gardens DesignScapes Colorado	x			x	x			x	x			x
Evaluate and report on program metrics including distribution and education impact	Clayton Campus	Senior Manager, Clayton Evaluation Team	Clayton Internal Team	x	x	x	x	x	x	x	x	x	x	x	x



Exhibit D


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

Invoice #		Organization Name	
Invoice Date (Date Invoice is sent to HFDK)		Invoice Period	
PRJ number		Final Invoice Amount	\$ -
Payment Option	ACH	Payment Terms	Immediate
		Grantee Waives Prompt Pay	YES

To:		From:	Organization ABC
Program:	Healthy Food for Denver's Kids	Contact Name:	
HFDK Contact:	Jessica Murison	Remit Address:	
Address:	201 W Colfax Avenue		
City:	Denver	City:	
State:	CO	State:	
Zip Code:	80202	Zip Code:	
Telephone:	720-865-5421	Telephone:	
Email:	HFDKinvoices@denvergov.org	Email:	

Expenditure					Total Amount	
Budget Categories						
Food and Supplies						
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total Spent	
Total Food and Supplies				\$0.00	\$ -	
Program Operating Expenses						
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent	
Total Operating Expenses				\$0.00	\$ -	
Salary Employees						
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent	
Total Personnel Services				\$0.00	\$ -	
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$0.00		
Indirect						
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent	
Indirect rate (If applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.					
Evaluation	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)					
TOTAL INDIRECT COSTS				\$0.00		
Total Expense for this Invoice					\$ -	

Billing Summary	
Total Contract Amount	\$0.00
Total Spent with Documentation	
Budget Amount Remaining	\$ -

<input type="checkbox"/>	This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.
<input type="checkbox"/>	This grantee agrees that, to the best of their ability, preferentially procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.

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

Print Name, Title	Date
-------------------	------

DETAILED BACKUP INFORMATION						
Food and Supplies						
Line Item Name from Budget Template	Item	Description of Item	Quantity	Per Item Cost	TOTAL	Receipt Included? Y/N
Food and Supplies	Apples	food box items	24	N/A (Came in a box with multiple items	\$ 500.00	y

EXAMPLE