#### AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and THE GROWHAUS, a Colorado nonprofit corporation, whose address is 3840 York Street, Denver, Colorado 80205 (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 TWO MILLION TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$2,217,855.00) (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".
- 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. 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.** <u>Additional Insureds</u>: For Commercial General Liability, Business Auto Liability, Cyber, 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.
- i. <u>Cyber Liability</u>: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

### 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.
- 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. <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.
- 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, 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. <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.** <u>COMPLIANCE WITH ALL LAWS</u>: 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. <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.

**Contract Control Number:** 

**Contractor Name:** 

IN WITNESS WHEREOF, the parties have set Denver, Colorado as of:	t their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	Ву:
	-
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of Denver	
By:	By:
	_
	By:

ENVHL-202368712-00

THE GROWHAUS

Contract Control Number: Contractor Name:

# ENVHL-202368712-00 THE GROWHAUS

DocuSigned by:
Giselle Diaz Campagna
By:35DC572B007543B
Giselle Diaz Campagna
Name:
(please print)
Executive Director
Title:
(please print)
ATTEST: [if required]
By:
Name:
(please print)
Title:
(please print)



# EXHIBIT A SCOPE OF WORK

### SCOPE OF WOR

### 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 The GrowHaus. The GrowHaus 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.

The GrowHaus has been awarded the following amounts in Healthy Food for Denver's Kids funds:

• \$2,217,855.00 for Term 1 (August 1, 2023- December 31, 2025)

### II. Program Services and Descriptions

A. The GrowHaus will be granted funds to provide the following services:

### The GrowHaus Food Access Program

The GrowHaus curates, purchases, packs, and delivers food boxes with culturally relevant and fresh produce. Food box contents follow The GrowHaus' Nutritional Guidelines and are informed by community members to ensure cultural relevance. The GrowHaus prioritizes purchasing food from local food hubs and farms, such as Food Bank of the Rockies and Hoffman Family Farms. Additionally, The GrowHaus receives donated food from Denver Food Rescue and We Don't Waste. To limit barriers to participation and support language justice, The GrowHaus provides programmatic outreach in multiple languages. The GrowHaus utilizes a pre-registration system and provides community support services to ensure food boxes are distributed in an uplifting and dignified way. Food boxes are distributed to community hubs in Globeville, Elyria-Swansea, and 14 Denver Public Library branch locations.

The GrowHaus has created food access programs that center and prioritize equity and community voice into the food box program. Sign-up lists, waitlists, flyers, recipes, and weekly reminder text messages are sent out in multiple languages, based on the community. Community members can share prefered foods via a 'List-of-Possible' at library branch locations, in-person listening sessions, and community needs assessments. The GrowHaus Food Access team hosts in-person listening sessions with Globeville, Elyria-Swansea residents and Denver Public Library branch leads where participants can share programmatic feedback and ideas for program improvement.

### **Denver Public Library (DPL) Partnership**

During the HFDK02 grant cohort, DPL was a lead grantee and contracted with TGH to procure, package, and deliver fresh food boxes to libraries. Through the partnership, both organizations have provided food boxes with nutritious food staples, fruits, and vegetables to 2,050 children and adults vis 14 Denver Public Library branch locations.



# EXHIBIT A SCOPE OF WORK

The GrowHaus is proposing to strengthen its partnership with Denver Public Library by leveraging lessons learned and each organization's expertise to improve food access for Denver families and provide 37,431 food boxes during the grant period. TGH will lead this work and manage all program operations, accounting, and reporting requirements. 14 Denver Public Library branch locations will serve as a food access points and the team onsite will distribute boxes from branch locations to community members. The library branches being served are Ross-Barnum\*, Athmar Park\*, Hadley\*, Bear Valley, Montbello, Schlessman Family, Valdez-Perry\*, Virginia Village\*, Hampden\*, Green Valley Ranch\*, Ford-Warren\*, Woodbury, Smiley, and Sam Gary\*(Branches with an asterisk have been identified by HFDK as high priority areas). TGH sets pick-up times at each location and facilitates communication with families participating in the program. As a trusted community resource that is open and free to all, DPL creates a safe, welcoming space for the community to access healthy, free food boxes.

### **Local Procurement & The GrowHaus Nutritional Guidelines**

In the most recent 2023 Community Needs Survey, The GrowHaus learned that 50% of The GrowHaus program participants are interested in learning and receiving information regarding food and nutrition for their families and 23% of participants that answered the survey want to receive home check-ins. The Food Access team has diligently pursued integrating food education into all facets of its operations. TGH is committed to engaging in hard and important conversations and assuming a role of authentic leadership. In doing so, TGH aspires to spearhead the drive toward a fair and impartial local food system that benefits all its participants. Creating internal 'The GrowHaus Nutritional Guidelines' to guide our purchasing decisions and ensure that the next generation of procurement staff can strive to keep these guidelines in place, recognizing the importance of fresh local produce available for all our programs. These guidelines fall into alignment with the USDA Dietary Guidelines. The GrowHaus recognizes that locally sourced produce may entail higher costs but is exploring avenues to facilitate mutually beneficial arrangements with farmers and food hubs like Food Bank of the Rockies. Specifically, by leveraging our purchasing power through strategic bulk procurement, TGH aims to create a positive outcome for our families and local growers.

### Language Justice

The GrowHaus thrives on providing language equity in TGH programs to bring safety and welcoming spaces to our participants. The GrowHaus is committed to providing staff, program participants, flyers & materials, and outreach & enrollment services in English and Spanish and connecting with language justice partners to bring further languages into our programming on a needs basis.

In partnership with DPL, TGH works alongside staff and community to bring Spanish, English, Vietnamese, Amharic, and Arabic translation into the food box program sign-ups, flyers, recipes, and text message reminders to be inclusive to the families of Denver.



### **SCOPE OF WORK**

### **B.** Partnerships:

With HFDK04 funding, The GrowHaus aims to strategically invest significant infrastructure and workflow resources to strengthen our food access program partnership with DPL. By reducing duplicative administrative processes and directly investing HFDK resources in community-led fulfillment, locally sourced food, and streamlined systems, The GrowHaus and DPL will focus their energy and collaboration on leveraging HFDK resources to create sustainable long-term solutions to support communities in Denver experiencing food insecurity.

The proposed partnership creates a broader hunger relief ecosystem to support the community with immediate hunger relief. The program also ensures continued investments in The GrowHaus' community-led infrastructure, long-term fair wages, and benefits for our team, as well as our organization's capacity to scale programming to serve more community members.

### C. Program Locations;

The grantee will operate at the following locations;

Location	Address	District
Athmar Park Library	1055 S. Tejon Street 80223	7
Bear Valley Library	5171 W. Dartmouth Ave. 80236	2
Ford-Warren Library	2825 High St. 80205	9
Green Valley Ranch Library	4856 N. Andes Ct. 80249	11
Hadley Library	1890 S. Grove St. 80219	2
Hampden Library	9755 E. Girard Ave. 80231	4
Montbello Library	12955 Albrook Dr. 80239	8
Ross-Barnum Library	3570 W 1st Ave, Denver, CO 80219	3
Sam Gary Library	2961 Roslyn St. 80238	8
Schlessman Library	100 Poplar St. 80220	5
Smiley Library	4501 W. 46th Avenue 80212	1
Valdez Perry Library	4690 Vine Street 80216	9
Virginia Village Library	1500 S. Dahlia Street 80222	6
Woodbury Library	3265 Federal Blvd. 80211	1

### **Evaluation, Outcome Measures and Deliverables**

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



### **SCOPE OF WORK**

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.).

### III. 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:

- 1. **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

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.



# **SCOPE OF WORK**

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 Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2025	Submitted through the Reporting Form
Report 5 (5 months extra)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional	By January 15, 2026	Submitted through the Reporting Form



### **SCOPE OF WORK**

	narrative description of successes and challenges.		
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

### **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.

### IV. Budget

A. Budget

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

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs to 10%
- 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 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



### **SCOPE OF WORK**

### V. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

### VI. Invoice

A. Invoice

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

### VII. 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.

### VIII. 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;
  - a. 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.
- 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:



### **SCOPE OF WORK**

- All diet or regular sodas and sports/energy drinks
- Flavored/added sugar milk
- Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
- Candy
- 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.

### IX. 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

Name of Organization

THE GROWHAUS HFDK 04 BUDGET Healthy Food for Denver's Kids Program Budget Organization Name The GrowHaus Term Year 1 (August 1, 2023-July 31, 2024) Request for Proposal Name Healthy Food for Denver's Kids(HFDK04) **Budget Categories** Food and Supplies Total Amount Requested from Healthy Food for Denver's Kids Initiative Item Description of Item Quantity Per Item Cost The GrowHaus is requesting to allocate \$211,301 for food boxes not going to Denver Public Library in order to maintain the required volume of food needed for bulk-purchase pricing. These food purchases will be used in food boxes going to other community members experiencing food insecurity. Fresh Food Purchases for Fresh Food Boxes \$211,301.00 ommunity Engagement Supplies and The GrowHaus is requesting \$18,621 to cover a portion of the technology and facility used to pack fresh food boxes for Denver Public Library, as well as other food access programming. \$18,621.00 Technology Total Food and Supplie \$229,922.00 Program Operating Expenses Total Amount Requested from Healthy Food for Denver's Kids Initiative Per Item Cost Item Description of Item The GrowHaus is requesting to allocate \$35,172 to the delivery cost of food boxes not going to Denver Public Library in order to maintain our current 'bulk' price point. The GrowHaus currently receives a discount on the price per Denver Public Library food box because of our loyalty as a customer and the high volume of boxes delivered every month. Delivery Cost for Fresh Food Boxes Total Operating Expense \$35,172.00 Personnel and Administrative Services Salary Employees Salary + Fringe Total Amount Requested from Healthy Food for Denver's Percent of Time **Position Title** Description of Work Director of Food Access and Community This person oversees all food access operations and personnel at the warehouse, including the Denver Public ibrary partnership. 75,000 \$36,00 This person oversees all food purchases and ensures each food box meets nutrition guidelines, including food boxes for Denver Public Library.

This person oversees all day to day logisits at the warehouse, including managing the food packing team, for Denver Public Library food boxes. 65,000 Senior Product Manager \$36,000 Assistant Manager of Food Access 55,000 \$21,103 Hourly Employees Total Amount Requested from Healthy Food for Denver's Kids Initiative Description of Work Total Personnel Service \$93.103.00 Other / Miscellaneous Denver Public Library Partnership The GrowHaus purchases fresh and culturally relevant food for our Denver Public Library food boxes. The GrowHaus spends approximately \$28 on the cost of food for each box and expects to deliver 15,526 boxes throughout the year. \$317,326 will cover 73% of fresh food purchases for the program. resh Food Purchases for Denver Public 15,526 27.83 \$317,326.00 Library Fresh Food Boxes The GrowHaus purchases supplies to safely wrap and package Denver Public Library Food Boxes. The GrowHaus spends approximately \$2.24 on these materials per box. \$23,841 will cover 69% of the packing Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes supplies for the program. \$23,841.00 The GrowHaus estimates that the cost of delivering each food box will cost \$3.99. \$45,604 will cover Food Boxes approximately 100% of the cost to deliver food boxes. 15,526 3.99 \$61,949.00 The GrowHaus staff sources and packs all food boxes for Denver Public Library. Additionally, The GrowHaus team creates outreach materials, manages a registration system, and hosts feedback listening sessions with each branch location. The GrowHaus spends approximately \$12.59 per box on personnel costs associated with staffing for Denver Public Library Fresh Food the Denver Public Library partnership. A portion of this cost will be covered through outside contributions. \$134,021 will cover approximately 69% of staffing costs for the program. 12.59 \$134,021.00 The GrowHaus utilizes a texting service to remind program participants when and where to pick up their food The Growhaus utilizes a texting service or terming long an anti-upins where an air where to pin key to the mount box. The texting service also allows community members to adjust the frequency to which they receive a box. The GrowHaus atlop prints recipies and upcoming community outreach events for each food box. Additionally, The GrowHaus utilizes translation services for languages other than English and Spanish. A portion of this cost will be covered through outside contributions. 52:2,399 will cover approximately 40% of the cost of community Community Engagement Supplies and Technology engagement supplies and technology for the program. \$22,399.00 Total Other \$559,536.00 Subcontractors Total Amount Requested from Healthy Food for Denver's

				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
	\$0.00				
	\$917,733.00				
	Indirect				
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally ndirect rate (if applicable):  negotiated rate, based on the total contract budget.				
	TOTAL AMOUNT REQUESTED FROM HFDK				
				\$917,733.00	

	THE GROWHAUS HFDK 04 BUDGET			
	Healthy Food for Denver's Kids Program Bu	udget		
Organization Name	The GrowHaus	-uget		
Term	Year 2 (August 1, 2024-July 31, 2025)			
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)			
	Budget Categories			
	Food and Supplies		1	
ltem	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Fresh Food Purchases for Fresh Food Boxes	The GrowHaus is requesting to allocate \$211,301 for food boxes not going to Denver Public Library in order to maintain the required volume of food needed for bulk-purchase pricing. These food purchases will be used in food boxes going to other community members experiencing food insecurity.			\$211,301.00
Community Engagement Supplies and	The GrowHaus is requesting \$18,621 to cover a portion of the technology and facility used to pack fresh food			
Technology	boxes for Denver Public Library, as well as other food access programming.	То	tal Food and Supplies	\$18,621.00
	Program Operating Expenses			\$229,922.00
ltem	Description of Item  The GrowHaus is requesting to allocate \$35,172 to the delivery cost of food boxes not going to Denver Public		Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Delivery Cost for Fresh Food Boxes	Library in order to maintain our current 'bulk' price point. The GrowHaus currently receives a discount on the price per Denver Public Library food box because of our loyalty as a customer and the high volume of boxes delivered every month.			\$35,172.00
Delivery Cost for Fresh Food Boxes	penvered every month.			\$35,172.00
		Tota	al Operating Expenses	\$35,172.00
	Personnel and Administrative Services			<del></del>
	1 d spillet die 7 d i i i i i i i i i i i i i i i i i i			
Salary Employees				
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Director of Food Access and Community Outreach	This person oversees all food access operations and personnel at the warehouse, including the Denver Public Library partnership.	48%	\$ 75,000	\$36,000
Senior Product Manager	This person oversees all food purchases and ensures each food box meets nutrition guidelines, including food boxes for Denver Public Library.	55%	\$ 65,000	\$36,000
Assistant Manager of Food Access	This person oversees all day to day logisitcs at the warehouse, including managing the food packing team, for Denver Public Library food boxes.		\$ 55,000	\$21,103
Hourly Employees				
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
		To	tal Personnel Services	\$93,103.00
	Other / Miscellaneous			
Denver Public Library Partnership				
Fresh Food Purchases for Denver Public Library Fresh Food Boxes	The GrowHaus purchases fresh and culturally relevant food for our Denver Public Library food boxes. The GrowHaus spends approximately \$28 on the cost of food for each box and expects to deliver 15,526 boxes throughout the year. \$317,326 will cover 73% of fresh food purchases for the program.	15,526	\$ 27.83	\$317,326.00
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes	The GrowHaus purchases supplies to safely wrap and package Denver Public Library Food Boxes. The	15,526	\$ 2.24	\$23,841.00
Delivery Cost for Denver Public Library Fresh Food Boxes	The GrowHaus estimates that the cost of delivering each food box will cost \$3.99. \$45,604 will cover approximately 74% of the cost to deliver food boxes.	15,526	\$ 3.99	\$45,604.00
Staffing for Denver Public Library Fresh	The GrowHaus staff sources and packs all food boxes for Denver Public Library. Additionally, The GrowHaus team creates outreach materials, manages a registration system, and hosts feedback listening sessions with each branch location. The GrowHaus spends approximately \$12.59 per box on personnel costs associated with the Denver Public Library partnership. A portion of this cost will be covered through outside			
Food Boxes	contributions \$134,021 will cover approximately 69% of staffing costs for the program	15 526	\$ 12.59	\$134 021 00

Community Engagement Supplies and Technology	The GrowHaus utilizes a texting service to remind program part food box. The texting service also allows community members t a box. The GrowHaus also prints recipes and upcoming commun Additionally. The GrowHaus utilizes translation services for lana portion of this cost will be covered through outside contribution the cost of community engagement supplies and technology for	to adjust the frequency to which they receive nity outreach events for each food box. Iguages other than English and Spanish. A ns. \$38,744 will cover approximately 69% of	15,526	\$ 3.64 Total Other	\$38,744.00 \$559,536.00
		Subcontractors			
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
					\$0.00
	Total Subcontractors				\$0.00
	TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$917,733.00
		Indirect			
ltem		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 negotiated i				
TOTAL INDIRECT COSTS					
		TOTAL A	MOUNT REQUES	TED FROM HFDK	\$917,733.00

		HAUS HFDK 04 BUDGET			
Oversitation Name	Healthy Food for The GrowHaus	Denver's Kids Program Bu	ıdget		
Organization Name	The Grownaus				
Term	5 months (August 1, 2025-December 31, 2025)				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)				
	Ві	udget Categories			
	Fa	ood and Supplies			
					Total Amount Requested from Healthy Food for Denver's
Item	Description of Item		Quantity	Per Item Cost	Kids Initiative
Fresh Food Purchases for Fresh Food Boxes	The GrowHaus is requesting to allocate \$88,042 for food boxes not going to D maintain the required volume of food needed for bulk-purchase pricing. Thes food boxes going to other community members experiencing food insecurity.				\$88,042.00
Treatification and the state of	TOOL BOXES BOING TO OTHER COMMINING WHENDERS EXPERIENCING TOOL INSECUTIVE.				200,042.00
Community Engagement Supplies and Technology	The GrowHaus is requesting \$7,759 to cover a portion of the technology and boxes for Denver Public Library, as well as other food access programming.	facility used to pack fresh food			\$7,759.00
					\$95,801.00
	Progran	m Operating Expenses	T		
					Table of David Control of David
Item	Description of Item		Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
	The GrowHaus is requesting to allocate \$14,655 to the delivery cost of food b Library in order to maintain our current 'bulk' price point. The GrowHaus curr price per Denver Public Library food box because of our loyalty as a customer	ently receives a discount on the			
Delivery Cost for Fresh Food Boxes	delivered every month.		Tot	al Operating Expenses	\$14,655.00
			100	ar operating Expenses	\$14,655.00
	Personnel ai	nd 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
Director of Food Access and Community Outreach	This person oversees all food access operations and personnel at the warehol Library partnership.	use, including the Denver Public	48%	\$ 31,250	\$15,000
Senior Product Manager	This person oversees all food purchases and ensures each food box meets nul boxes for Denver Public Library.	trition guidelines, including food	55%	\$ 27,083	\$15,000
Assistant Manager of Food Access	This person oversees all day to day logisites at the warehouse, including mana Denver Public Library food boxes.	aging the food packing team, for	38%	\$ 22,917	\$8,793
Harriba Faradayaaa					
Hourly Employees					
Position Title	Description of Work		Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
				,	
			То	tal Personnel Services	\$38,792.92
	Oth	er / Miscellaneous			
Denver Public Library Partnership					
Fresh Food Purchases for Denver Public	The GrowHaus purchases fresh and culturally relevant food for our Denver Pu GrowHaus spends approximately \$31 on the cost of food for each box and ex				
Library Fresh Food Boxes	throughout the 5 month time period. \$132,219 will cover 66% of the food cos  The GrowHaus purchases supplies to safely wrap and package Denver Public I	t for the program.	6,379	\$ 31.26	\$132,219.00
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes	spends approximately \$2 on these materials per box. \$9,934 will cover approx packing supplies for the program.		6,379	\$ 2.35	\$9,934.00
	The GrowHaus currently hires an outside vendor to deliver food boxes to 14 c				
Delivery Cost for Denver Public Library Fresh	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive	er each box. \$19,002 will cover			440,000,00
Delivery Cost for Denver Public Library Fresh Food Boxes	throughout the city of Denver. The GrowHaus pays approximately \$4 to deliver approximately 63% of the delivery cost for the program.		6,379	\$ 4.71	\$19,002.00
Food Boxes	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive approximately 63% of the delivery cost for the program.  The GrowHaus staff sources and packs all food boxes for Denver Public Librar team creates outreach materials, manages a registration system, and hosts fe	y. Additionally, The GrowHaus edback listening sessions with		\$ 4.71	\$19,002.00
	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive approximately 63% of the delivery cost for the program.  The GrowHaus staff sources and packs all food boxes for Denver Public Librar team creates outreach materials, manages a registration system, and hosts fe each branch location. The GrowHaus spends approximately \$13 per box on per Denver Public Library partnership. \$55,842 will cover approximately 66% of the	y. Additionally, The GrowHaus edback listening sessions with ersonnel costs associated with the le staffing cost for the program.		\$ 4.71	\$55,842.00
Food Boxes  Staffing for Denver Public Library Fresh Food	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive approximately 63% of the delivery cost for the program.  The GrowHaus staff sources and packs all food boxes for Denver Public Librar team creates outreach materials, manages a registration system, and hosts fe each branch location. The GrowHaus spends approximately \$13 per box on pe Denver Public Library partnership. \$55,842 will cover approximately 66% of the The GrowHaus utilizes a texting service to remind program participants when box. The texting service also allows community members to adjust the freque	y. Additionally, The GrowHaus edback listening sessions with ersonnel costs associated with the the staffing cost for the program. and where to pick up their food not to which they receive a box.			
Food Boxes  Staffing for Denver Public Library Fresh Food	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive approximately 63% of the delivery cost for the program.  The GrowHaus staff sources and packs all food boxes for Denver Public Librar team creates outreach materials, manages a registration system, and hosts fe each branch location. The GrowHaus spends approximately \$13 per box on pe Denver Public Library partnership. \$55,842 will cover approximately 66% of the The GrowHaus utilizes a texting service to remind program participants when	y. Additionally, The GrowHaus edback listening sessions with Frsonnel costs associated with the session of the program. and where to pick up their food more to which they receive a box. for each food box. Additionally,			
Food Boxes  Staffing for Denver Public Library Fresh Food Boxes  Community Engagement Supplies and	throughout the city of Denver. The GrowHaus pays approximately \$4 to delive approximately 63% of the delivery cost for the program.  The GrowHaus staff sources and packs all food boxes for Denver Public Librar team creates outreach materials, manages a registration system, and hosts fe each branch location. The GrowHaus spends approximately \$13 per box on penere Public Library partnership. \$55,842 will cover approximately \$66% of the GrowHaus utilizes a texting service to remind program participants when box. The texting service also allows community members to adjust the frequency and provided the GrowHaus also prints recipes and upcoming community outreach events. The GrowHaus utilizes translation services for languages other than English.	y. Additionally, The GrowHaus edback listening sessions with Frsonnel costs associated with the session of the program. and where to pick up their food more to which they receive a box. for each food box. Additionally,	6,379	\$ 13.22	\$55,842.00 \$16,143.00

Name of Organization	Rem	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
					\$0.00
	l		l	Total Subcontractors	
		TOTAL DIRECT COSTS (	Supplies & Operatin	ng, Personnel, Other)	\$382,388.92
	Indirect				
ltem		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 plac negotia	-	ndirect costs or the org	anization's federally	
			тот	AL INDIRECT COSTS	
		TOTAL AM	MOUNT REQUES	TED FROM HFDK	
					\$382,388.92

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

\$2,217,855.00

**ACORD** 

LSALEE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2023

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).

PRODUCER License # 0757770	6	CONTACT NAME:		
HUB International Insurance 2000 S. Colorado Blvd	e Services (COL)	PHONE (A/C, No, Ext): (303) 893-0300	243-0727	
Tower 2, Suite 150		E-MAIL ADDRESS:		
Denver, CO 80222		INSURER(S) AFFORDING CO	NAIC #	
		INSURER A: Philadelphia Indemnity Ir	18058	
INSURED		INSURER B : Pinnacol Assurance Com	41190	
The GrowHaus		INSURER C:		
	et, Suite 110/114	INSURER D:		
Denver, CO 802	205	INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISI	ON 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.

TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILIT	ADDI INSD	SUBF		POLICY EFF	POLICY EXP			
X COMMERCIAL GENERAL LIABILIT		) WVI)	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
				,,,,,,,	<b>,</b>	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCU	X	X	PHPK2450710	9/20/2022	9/20/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
						MED EXP (Any one person)	\$	20,000
						PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$	2,000,000
POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO			PHPK2450710	9/20/2022	9/20/2023	BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY X SCHEDULI	)						\$	
X HIRED AUTOS ONLY X NON-OWN AUTOS ON	P					PROPERTY DAMAGE (Per accident)	\$	
							\$	
X UMBRELLA LIAB X OCCU						EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIM	MADE		PHUB851842	2/1/2023	9/20/2023	AGGREGATE	\$	1,000,000
DED X RETENTION\$ 1	,000						\$	
WORKERS COMPENSATION						X PER OTH-ER		
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		`				E.L. DISEASE - EA EMPLOYEE	\$	100,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
Misconduct / Abuse			PHPK2450710	9/20/2022	9/20/2023	Limit:		100,000
Professional Liab			PHPK2450710	9/20/2022	9/20/2023	Limit:		1,000,000
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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 named as additional insured with regards to the General
Liability and Business Auto Liability policies.

CERTIFICATE HOLDER CANCELLATION

City and County of Denver Dept of Public Health & Environment Division of Administration 101 W Colfax Ave, Ste 800 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

ACORD

#### SHERPRO-02

**LSALEE** DATE (MM/DD/YYYY)

## CERTIFICATE OF LIABILITY INSURANCE

8/17/2023

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

PRODUCE LICENS # 0757776 HUB International Insurance Services (COL) 2003 S. Colorado Bivd Tower 2, Suite 150 Denver, CO 80222    NSURER 1   Suite 150   NSURER 2   Suite 150   NSURER 3   Suite 50   NSURER 4   Suite 150   NSURER 5   Suite 110/114   NSURER 6   Suite 150   NSURER 8   Suite 150   NSURER 8   Suite 150   NSURER 9   Suite 150   NSURER 1   Suite 150   NSURE					o the	certi	ificate holder in lieu of su			-				
2000 S. Colorado BIWD Tower 2, Suite 150 Denver, CO 80222    NSURER 0.   NSURER 1. SWISS Re Corporate Solutions America Insurance Corporation   29.					<b></b> .							EAV		
Tower 2, Suite 150 Denver, CO 80222    NSURER A : Swiss Re Corporate Solutions America insurance Corporation   291   NSURER B :				ice Services (CC	JL)			(A/C, No	o, Ext): (303) &	393-0300		(A/C, No):	(866) 2	243-0727
INSURER A: SWISS RE COPORATE Solutions America Insurance Corporation   29  INSURED  The GrowHaus 3840 York Street, Suite 110/114  Denver, CO 80205    MSURER B:   MSURER C:   MSURER B:	Tow	er 2,	Suite 150					E-MAIL ADDRE	SS:					
INSURER D:    MSURER B :   MSURER C :   MSURER B :   MSURER B :   MSURER C :   MSUR	Den	ver, (	CO 80222						INS	SURER(S) AFFO	RDING COVERAGE			NAIC#
The GrowHaus 3840 York Street, Suite 110/114 Denver, CO 80205    MSURER D :								INSURE	ER A : Swiss Re	Corporate Solu	tions America Insu	ırance Corp	oration	29874
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Denver, CO 80205    INSURER E :   INSURER F :   INSURED NAMED ABOVE FOR THE POLICY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.    INSURER E :   INSURER F :   INSURED NAMED ABOVE FOR THE POLICY INDICATED. NOTWITH RESPECT TO WHE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.    INSURER E :   INSURER E :   INSURED NAMED ABOVE FOR THE POLICY CAPP.   INSURED NAMED ABOVE FOR THE POLICY EXP.   INSURED NAMED ABOVE FOR THE POLICY					114									
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This section is intentionally left blank.	DES This	CRIPTI Secti	ION OF OPERATIONS /	LOCATIONS / VEHIC	LES (	ACORE	D 101, Additional Remarks Schedu	le, may b	pe attached if mor	re space is requi	red)			
	CF	RTIF	ICATE HOI DER					CANO	CELLATION					
CERTIFICATE HOLDER CANCELLATION								2,414						
CERTIFICATE HOLDER CANCELLATION				inty of Denver ic Health & Envi	ironn	nent		THE	EXPIRATIO	N DATE TH	ESCRIBED POLICE REFEOF, NOTICE OF PROVISIONS.			

ACORD 25 (2016/03)

**Division of Administration** 101 W Colfax Ave, Ste 800

Denver, CO 80202

**AUTHORIZED REPRESENTATIVE** 

# THE GROWHAUS TIMELINE OF ACTIVITIES - HFDK 04

INE GROWNAUS HIMELINE OF ACTIVITIES - NFDR 04												
Key Activity/Metric	Location	Staff	Partnerships			ear 1 3-2024				<b>Year 2</b> 024-2025		Year 2
connect activities to program goals, objectives, and budget line items	Where the activity will take place	Persons/ Agency responsible	Any 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
Food Access Programming												
Food Access Program  Purchasing and ordering fresh and culturally relevant food. Sorting/organizing, packing, and delivering food. Creating weekly delivery list, communicating with delivery partners and program participants. Creating educational materials and translating to Spanish, outreach to GES families, connecting with GES community hubs to promote low-cost program and create accessible food points for community)  The GrowHaus will manage a pre-registration system and provide customer support services to community members engaging in food access programs. These services will be provided in multiple languages to promote inclusivity and language justice. The GrowHaus will curate, purchase, sort, package, and deliver fresh and culturally relevant food products. Food access will be provided for residents at community hubs in Globeville, Elyria, and Swansea and 14 Denver Public Library branch locations.	Food Storage and Packing Facility	-Director of Food Access and Community Outreach - Senior Product Manager -Assistant Manager of Food Access - Additional Staff not funded by HFDK not included	Purchasing with Food Bank of the Rockies, and other local farms and food hubs, receiving food donations from We Don't Waste, Denver Food Rescue, and CSU Spur. 14 Denver Public Library branches to serve as food access points	x	x	x	x	x	x	x	x	X
Food Access Program Evaluations (Bi-annual community needs surveys, quarterly check-in for The GrowHaus food access programs for each TGH Food Access Program, annual listening sessions, collecting metrics and reporting impact data)	Food Storage and Packing Facility and York St Offices	- Director of Food Access & Community Outreach		х		X		X		X		X

# **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:	1
Email:	HFDKinvoices@denvergov.org		Email:	
·		·		·

	Expenditure Cates	gories		Total Amount
	Food	and Supplies		
ltem	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								
			\$	-					
				-					
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ш	ourly Employees		<u>,                                     </u>						
Description of Work	Hours	Hourly Rate	Ċ						
				-					
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		Total Personnel Expenses							
	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	\$ -

### Exhibit E

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 REIMBURSEMENT INVOICE FORM

KEIMBORSEMENT INVOICE I ORW					
	DATE INVOICE SENT TO HFDK:			ı	
	Organization Name:		0		
	Invoice Period:	(	0.00		
	Invoice #:	0.00			
	PO/Contract #:	0.00			
	Final Invoice:	\$	-		
	Payment Option:	2 Mailed Reimbu	ırsment Check		
<b>T</b>		F			
To:		From			
	Healthy Food for Denver's Kids	Contact Name			
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 Cat	egories		Total Requ	

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