

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 **LIFESPAN LOCAL LLC**, a Colorado limited liability company, whose address is 4407 Morrison Road, Denver, Colorado 80219 (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, 2022**, and will expire on **July 31, 2024** (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 for one (1) additional one (1) year term. 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 **NINE HUNDRED EIGHTEEN THOUSAND THIRTY-EIGHT DOLLARS AND NO CENTS (\$918,038.00)** (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, kick backs, 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:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this

paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

9. INSURANCE:

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 Auto Liability and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **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
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. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

20. **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.

21. **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).

22. **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.

23. 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.

24. 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.

25. 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.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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.

Exhibit E – Reimbursement Invoice Form.

Contract Control Number: ENVHL-202263672-00
Contractor Name: LIFESPAN LOCAL LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202263672-00
LIFESPAN LOCAL LLC

DocuSigned by:
Dr. Lydia Prado
498722B552C0485...

By: _____

Dr. Lydia Prado

Name: _____
(please print)

Title: Executive Director, Lifespan Local
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and LifeSpan Local. LifeSpan Local has been awarded **\$918,038** in **Healthy Food for Denver's Kids** funds for the grant term of August 01, 2022- July 31, 2024. LifeSpan Local 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.

II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:
1. Lifespan Local is seeking HFDK funding to achieve HFDK's stated goals by supporting Lifespan Local's work leading the collaborative efforts of the Southwest Food Coalition (SWFC) and expanding current food access efforts to focus on children 0-5 years old.
 2. SFC is a collaborative team of food champions in Southwest Metro Denver who take action to address food insecurity and food sovereignty at a hyper-local level with support from regional partners. Membership is open to anyone in the Southwest area and many of our agencies serve people in multiple counties. However, all proposed activities will be for children and families living in the City & County of Denver.
 3. Although Lifespan Local's mission is inclusive of young children, SWFC's work thus far serves children 0-5 only incidentally, not intentionally. Staff capacity and funding for food are the primary obstacles to expanding the Coalition's efforts to support this age group. Lifespan Local's Project Manager was hired to coordinate three projects and is now spending 80% of their time leading the Coalition and coordinating sourcing and transportation for member agencies.
 4. Lifespan Local will address HFDK's first goal (youth and their families are connected to Community Food Organizations (CFOs) and have access to healthy, affordable, and culturally relevant food in their neighborhoods) by strengthening the coordination ability and work capacity of Lifespan Local and the SWFC. The work will be overseen by the Project Director and driven by the Program Manager, Community Connectors, and volunteers. Lifespan Local will pursue the following new initiatives, while continuing all current work:
 - a. Provide food directly to families through schools, ECE providers, and other youth facing organizations. Lifespan is currently providing 4,000 pounds of healthy and culturally appropriate food each week to 320 families at 6 schools, 1 church and 1 pantry through the FPAG+ grant. Food is purchased from local producers and brokers. Lifespan Local would expand this food distribution to additional



EXHIBIT A

SCOPE OF WORK

- schools and ECE providers. This work will be completed weekly by the Program Manager with assistance from paid volunteers who will sort and prep all of the food.
- b. Connect children and their families to existing community food organizations by distributing outreach materials to and meeting with local schools, ECE centers, FFN providers, and youth-facing non-profits. Currently, families report not knowing where to go, when various organizations are open, who they serve, what they serve, etc. These outreach materials will be updated consistently and distributed to schools repeatedly, so families have up to date information and see the information multiple times. This work will be overseen by the Program Manager in partnership with community connectors.
 - c. After a few months of distributing outreach materials and continuing conversations with parents, Lifespan Local will investigate gaps in access and help determine culturally appropriate food. Staff will solicit feedback from schools, youth, and families to inform changes at our CFO partners. Through surveys and conversations, they will determine barriers to access, whether people know which CFOs are in their community, what hours work for residents, why residents choose a particular CFO, how is the quality of food, etc. This information will be used to improve access and services at Lifespan Local's CFO partners. This work will be overseen by the Program Manager in partnership with community connectors.
 - d. HFDK funds will immediately increase the quantity of food available at each CFO in SWD by improving LifeSpan Local's ability to support sourcing for CFO's. Funding will allow Lifespan Local to improve coordination of FBR food hub, maximizing utilization of the hub and facilitating more food coming through the food hub by adding another delivery day. Lifespan Local found that their CFOs are not aware of all food sources in our community. Funding will allow to connect pantries to a wide range of food sources from food rescues, gardens, farmers, and local producers. This work will be completed by the Project Director and Program Manager.
 - e. Provide food directly to families through Lifespan Local's Alma program. Alma is an evidence-based early intervention program for pregnant women and caregivers of children ages 0–3. This work will be completed weekly by the Program Manager.
 - f. Provide food to schools for their healthy cooking classes– for both the cooking demonstration and for families to replicate the meal at home. Many schools ask families to donate food for their cooking class. This creates a significant barrier to anticipation. Work will be completed by the Program Manager and paid volunteers.
 - g. Provide transportation for delivery of food to 100 FFN families in Southwest Denver from Kaizen Food Rescue mobile sites. Lifespan Local will employ a team of 10 youth to provide delivery of food



EXHIBIT A

SCOPE OF WORK

from Kaizen to FFN families and will partner with Roots Family Center who has direct connections to FFN providers.

5. Lifespan Local, through the collaborative Southwest Food Coalition, will address HFDK's second goal (eligible youth and their families participate in food assistance programs and know how to maximize their benefits to purchase healthy foods) by partnering with Benefits in Action (BIA) who will provide benefits enrollment and education at SWD schools and ECE providers. BIA will hire Health Benefits Navigators to co-locate in schools and ECE providers on a rotating basis. They will offer families information about food benefits and enroll them, if interested and eligible.
 6. Finally, Lifespan Local will address the last goal (youth experience broad food system education, including growing, cooking, and eating healthy food) through two methods:
 - a. Benefits in Action will expand their youth education classes offered at schools and community locations. These classes include nutritional information, healthy cooking, and benefits education. Benefits in Action will employ a team of two Nutrition Educators to offer this program to schools and ECE providers.
 - b. Lifespan Local's Program Manager will coordinate the efforts of existing CFO partners (some of whom provide services currently under HFDK) to ensure Lifespan Local is casting a net of services across the community and not duplicating work. Lifespan Local supports the individual efforts of their CFO's and the potential impact of coordinated efforts and sharing of resources. CFO partners, for example, have expressed interest in sharing educational materials and resources to record classes. The Program Manager will also connect with existing experts such as Slow Food and Cooking Matters to expand their impact in the community. Lifespan Local will also partner with Inner City Parish, offering the Veggie Rx curriculum, which is quite popular in neighborhoods that are served.
 7. Through all of this work, Lifespan Local hope schools, ECE providers, youth and families join their coalition and increase the collective voice and effort to improve their food system.
- B.** The following roles and/or partners will be instrumental in the success of this grant:
- i. Roles
 1. **Project Director:** leads the SWFC, sets goals and expectations to achieve outcomes of the grant program. Primarily responsible for supporting food team members by providing them with the tools and supports they need to be successful.
 2. **Project Manager:** develops relationships with schools, ECE, and FFN providers; coordinates weekly food distributions, outreach and feedback surveys, and food hub.
 3. **Community Connectors:** develop and maintain relationships with schools, ECE, and FFN network. Provide outreach materials and complete surveys with youth and families.



EXHIBIT A

SCOPE OF WORK

4. **Benefits in Action Health Benefits Navigators:** provide benefits education and enrollment at schools and community location in SWD.
5. **Volunteers:** assist with sorting and prepping food for weekly food distribution. Assist with loading, unloading, and sorting food at our food hub.
6. **Admin Support:** orders food, pays invoices, schedules meetings, etc.
7. **Kaizen Drivers:** high school students deliver food to FFN providers, weekly.
8. **Lifespan Driver:** delivers food to schools weekly; drives food from hub to CFOs; grocery rescue, pick-ups from FBR.
9. **Nutrition Educators:** offer youth education classes at schools and community locations, including ECE sites. These classes include nutritional information, healthy cooking, and benefits education

ii. Partnerships

1. Lifespan Local's Southwest Food Coalition is comprised of the following members: Revision, Co-op at 1st /Jovial, Community Ministry, Coalition to End Hunger in Lakewood, Lakewood Mayor Don Anderson, Commun, Servicios, Inter Family Community Services, Benefits in Action, Denver Sustainable Food Policy Council, DDPHE, Sharing with Sheridan, Rocky Mountain Farmers Union, St. Anthony's of Padua, Praise Center Church, Joy's Kitchen, Denver Indian Center, Sun Valley Kitchen, Kaizen Food Rescue, Denver City Council District 3, City and County of Denver Community Planning and Development, Westside International Church, Adelante, Kipp Schools, Kepner Beacon, Munroe Elementary School, Godsman Elementary School, MSLA, Iglesia di dios Pentecostal, Pascual le Doux Academy, and the Salvation Army.
2. Roots Family Center is a close partner of Lifespan Local who is deeply connected to FFN providers in SW Denver. While Lifespan Local has a wide network of existing partners, they are just scratching the surface on connecting to leaders and community groups. There are dozens of churches, schools, childcare centers, FFN providers, and community agencies in SWD and Lifespan Local is seeking the assistance of paid community connectors and their Community Advisory Board to help connect and collaborate with existing BIPOC comprised and lead communities.
3. Lifespan Local partners with regional government agencies to align their work with current initiatives and gain support from elected officials. Partners include Jefferson County Public Health, Denver Department of Public Health and Environment, City of Lakewood Mayor Don Anderson, Denver City Council Districts 3, 7, and 2, Denver and Lakewood Community Planning and Development.
4. Lifespan Local partners with regional charitable food suppliers to secure culturally appropriate/healthy food, improve delivery and shared infrastructure and transportation. Regional partners include: Food Bank of the Rockies, We Don't Waste, Denver Food Rescue, East Denver Food Hub, Frontline Farms and GoFarm.



EXHIBIT A

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III. Program Locations:

The Grantee will serve the following locations;

Athmar Park, Barnum, Barnum West, Ruby Hill, Sun Valley, Mar Lee, College View-South Platte, Valverde, Villa Park, Westwood, Harvey Park, and Harvey Park South.

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 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.).

IV. 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



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

The table below summarizes reporting activity and due dates. The dates are subject to change.

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, 2023	Submitted through the Reporting Form
Report 2 (12 month/annual)	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, 2023	Submitted through the Reporting Form
Report 3 (eighteen month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional	February 1-15, 2024	Submitted through the Reporting Form



EXHIBIT A

SCOPE OF WORK

	narrative description of successes and challenges.		
Report 4 (24 month/annual)	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
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.

II. 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



EXHIBIT A

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control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

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

III. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

IV. Invoice

A. Invoice

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

V. Payments

- A. Invoices and reports shall be completed and submitted to the 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 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, if requested. Invoices shall be processed with immediate payment terms.

VI. General Grant Requirements

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

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



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

Additionally, programs must:

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
 - All diet or regular sodas and sports/energy drinks
 - Flavored/added sugar milk
 - 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 through HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

VII. Other

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

Additional document requirements that may be requested for this contract:

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

Exhibit B

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum.

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	Lifespan Local	
Term	Year 1	
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)	

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Food	Fresh food for cooking classes and direct distribution to families	yes	60,000	\$ 2.00	\$120,000.00
Supplies	Supplies - tape, shrink wrap, boxes	yes	1000	\$ 5.00	\$5,000.00
Flyer design and printing	Bilingual outreach materials re: pantry access	yes	5000	\$ 1.00	\$5,000.00
					\$0.00
					\$0.00
Total Food and Supplies					\$130,000.00

Program Operating Expenses

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Stipends for volunteers	4 volunteers, 3 hours weekly - food assembly	yes	625.00	\$ 25.00	\$15,625.00
Food storage rental space	Perishable food storage space rental at FERN	Yes	12	\$ 1,000.00	\$12,000.00
Truck maintenance and gas	25% of cost for quarterly maintenance and weekly gas	yes	4	\$ 1,000.00	\$4,000.00
					\$0.00
Total Operating Expenses					\$31,625.00

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Project Director - Lifespan Local	Oversight of HFDK programming, team support	yes	20%	\$ 82,286.00	\$16,457.20
Project Manager - Lifespan Local	Daily management of HFDK program	yes	100%	\$ 64,000.00	\$64,000.00

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Community Connector - Lifespan Local	Part time outreach, connecting youth/families to community orgs @	yes	1040	\$ 25.00	\$26,000.00
Community Connector - Lifespan Local	Part time outreach, connecting youth/families to community orgs @	yes	1040	\$ 25.00	\$26,000.00
Administrative Assistant - Lifespan Local	Ordering food, paying invoices, scheduling meetings @ \$25/hr	yes	1040	\$ 25.00	\$26,000.00
Driver - Lifespan Local	Delivery of food to CFOs @ \$25/hr	yes	1040	\$ 25.00	\$26,000.00
Drivers - Kaizen	Deliver food weekly to FFN providers	yes	2080	\$ 16.50	\$34,320.00
Health Benefits Navigators - part time - Benefits in Action	Benefits education and enrollment	yes	1040	\$ 22.00	\$22,880.00
Health Benefits Navigators - part time - Benefits in Action	Benefits education and enrollment	yes	1040	\$ 22.00	\$22,880.00
Nutrition Educator - part time	Lead health eating classes	yes	1040	\$ 22.00	\$22,880.00
Nutrition Educator - part time	Lead healthy eating classes	yes	1040	\$ 22.00	\$22,880.00

Total Personnel Services

\$310,297.20

Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	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
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$471,922.20
Indirect					
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Indirect rate (if applicable): 10%	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.	\$47,192.22			
TOTAL INDIRECT COSTS					
TOTAL AMOUNT REQUESTED FROM HFDK					\$471,922.20

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.

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	Lifespan Local
Term	Year 2
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Food	Fresh food for cooking classes and direct distribution to families	yes	63,000	\$ 2.00	\$132,000.00
Supplies	Supplies - tape, shrink wrap, boxes	yes	1050	\$ 5.00	\$7,000.00
Flyer design and printing	Bilingual outreach materials re: pantry access	yes	5000	\$ 1.00	\$7,405.90
					\$0.00
					\$0.00
Total Food and Supplies					\$146,405.90

Program Operating Expenses

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Stipends for volunteers	4 volunteers, 3 hours weekly - food assembly	yes	625.00	\$ 25.00	\$15,625.00
Food storage rental space	Perishable food storage space rental at FERN	Yes	12	\$ 1,000.00	\$12,000.00
Truck maintenance and gas	25% of cost for quarterly maintenance and weekly gas	yes	4	\$ 1,000.00	\$4,000.00
					\$0.00
					\$0.00
Total Operating Expenses					\$31,625.00

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Project Director - Lifespan Local	Oversight of HFDK programming, team support with 3% COLA from Y1	yes	20%	\$ 84,754.00	\$16,950.80
Project Manager - Lifespan Local	Daily management of HFDK program with 3% COLA from Y1	yes	100%	\$ 65,920.00	\$65,920.00

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Community Connector - Lifespan Local	Part time outreach, connecting youth/families to community orgs with 3% COLA from Y1	yes	1040	\$ 25.75	\$26,780.00
Community Connector - Lifespan Local	Part time outreach, connecting youth/families to community orgs with 3% COLA from Y1	yes	1040	\$ 25.75	\$26,780.00
Administrative Assistant - Lifespan Local	Ordering food, paying invoices, scheduling meetings with 3% COLA from Y1	yes	1040	\$ 25.75	\$26,780.00
Driver - Lifespan Local	Delivery of food to CFOs with 3% COLA from Y1	yes	1040	\$ 25.75	\$26,780.00
Drivers - Kaizen	Deliver food weekly to FFN providers with 3% COLA from Y1	yes	2080	\$ 17.00	\$38,094.10
Total Personnel Services					\$228,084.90

Other / Miscellaneous

Item	Description	Does this budget item support the Scope of Work?	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
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$406,115.80
Indirect					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable): 10%	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.				\$40,000.00
TOTAL INDIRECT COSTS					\$40,000.00
TOTAL AMOUNT REQUESTED FROM HFDK					\$446,115.80
Total Contract Maximum Amount (August 1, 2022- July 31, 2024)					\$918,038.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

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 Olson & Olson Ltd 5655 S Yosemite Street #200 Greenwood Village CO 80111	CONTACT NAME: PHONE (A/C. No. Ext): 303-867-2055 FAX (A/C. No): 303-867-2074 E-MAIL ADDRESS: certificates@olsonandolson.com														
INSURED Lifespan Local, Inc. 4407 Morrison Rd Denver CO 80219	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C:</td> <td></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: Philadelphia Indemnity Insurance Company	18058	INSURER B: Pinnacol Assurance	41190	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 761589838**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:			PHPK2464345	9/12/2022	9/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 100,000/300,000
A	AUTOMOBILE LIABILITY <input 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			PHPK2464345	9/12/2022	9/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB832479	9/12/2022	9/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4239515	9/14/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK2464345	9/12/2022	9/12/2023	Each Claim 1,000,000 Aggregate Limit 2,000,000

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

Additional Insured: As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Dept of Public Health & Environment
 Division of Shared Services and Business Operation
 101 W Colfax Ave. Suite 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

Increase amount of food distributed by 10-15% <ul style="list-style-type: none"> - To healthy cooking classes at schools - To families at schools/ECE - FFN locations 	Southwest Denver	Project Manager	Coalition	x	x	x	x	x	x	x	x
Develop "feedback loop" surveys	Lifespan Local	Project Manager	Coalition			x					
Distribute and collect surveys	Southwest Denver	Community Connector	Coalition				x	x	x	x	x
Reporting	Lifespan Local	Project Director & Project Manager					x				x

Exhibit E

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

Invoice #	
Invoice Date	
Purchase Order/ Contract #	
Payment Option	<input type="radio"/> EFT/Direct Deposit - Must be set up* <input checked="" type="radio"/> Mail Reimbursement Check to Remit Address

Organization Name	
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	760-715-7194
Email:	HFDKinvoices@denvergov.org

From:	
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure Categories				Total Amount
Food and Supplies				
Item	Description of Item	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Food and Supplies				\$0.00
Program Operating Expenses				
Item	Description of Item	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
Total Operating Expenses				\$ -
Salary Employees				
Position Title	Description of Work	Percent of time spent this Month	Total earnings for monthly invoice period (Salary + Fringe)	
				\$ -
				\$ -
				\$ -
				\$ -
Hourly Employees				
Position Title	Description of Work	Hours	Hourly Rate	
				\$ -
				\$ -
				\$ -
				\$ -

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

Invoice #	
Invoice Date	
Purchase Order/ Contract #	
Payment Option	<input type="radio"/> EFT/Direct Deposit - Must be set up* <input checked="" type="radio"/> Mail Reimbursement Check to Remit Address

Organization Name	
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate

Total Personnel Expenses				\$ -
Other / Miscellaneous				
Item	Description	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Other Expense				\$ -
Direct Costs -Total				\$ -
Indirect Costs				
Item	Description			
10% Indirect rate (if applicable):				
TOTAL INDIRECT COSTS				\$ -
TOTAL THIS INVOICE				\$ -

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

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

**Denver Department of Public Health & Environment
REIMBURSEMENT INVOICE FORM**

Organization Name:	0
Invoice Period:	0.00
Invoice #:	0.00
Invoice Date:	0.00
PO/Contract #:	0.00
Final Invoice:	\$ -
Payment Option:	2 Mailed Reimbursement Check

To:		From:	
HFDK Program:	Healthy Food for Denver's Kids	Contact Name:	0
HFDK Contact:	Jessica Murison	Address:	0
Address:	101 W Colfax		
City:	Denver	City:	0
State:	CO	State:	0
Zip Code:	80202	Zip Code:	0
Telephone:	760-715-7194	Telephone:	0
Email:	HFDKinvoices@denvergov.org	Email:	0

Expenditure Categories	Total / Requ
Food and Supplies	
Program Operating Expenses	
Personnel	
Other Costs	
SUB-TOTAL BEFORE INDIRECT	
Indirect	\$
TOTAL THIS INVOICE	\$

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

Print Name, Title	Date
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