#### AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and EKAR, a Colorado nonprofit corporation, whose address is 6825 East Alameda Avenue, Denver, Colorado 80224 (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, 2024**, and will expire on **July 31, 2027** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

#### 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.** <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 **NINE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND EIGHTY CENTS (\$918,849.80)** (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, kickbacks, collusive bidding, bidrigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".
- **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

#### 9. INSURANCE:

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

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

- **c.** <u>Additional Insureds</u>: For Commercial General Liability, 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. <u>Workers' Compensation and Employer's Liability Insurance</u>: 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>Personal Automobile Insurance</u>: Contractor shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Contractor represents, as material representations upon which the City is relying, that Contractor does not own any fleet vehicles and that in

performing Services under the Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

#### 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. <u>ASSIGNMENT; SUBCONTRACTING</u>: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.
- 13. <u>INUREMENT</u>: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 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. <u>NO AUTHORITY TO BIND CITY TO CONTRACTS</u>: 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.

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- 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. <u>LEGAL AUTHORITY</u>: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to

the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- 24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- **25. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.
- 27. <u>SURVIVAL OF CERTAIN PROVISIONS</u>: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- **28. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any

of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

#### 29. CONFIDENTIAL INFORMATION:

- a. <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 AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- **32.** <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.

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

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

#### **Exhibit List**

**Exhibit A** – Scope of Work.

Exhibit B – Budget.

**Exhibit** C – Certificate of Insurance.

**Exhibit D** – Timeline and Implementation.

**Exhibit E** – Reimbursement Invoice Form.

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**Contract Control Number:** 

<b>Contractor Name:</b>	EKAR
IN WITNESS WHEREOF, the particle Denver, Colorado as of:	es have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of De	enver
By:	By:
	By:

ENVHL-202474849-00

Contract Control Number:	ENVHL-202474849-00
Contractor Name:	EKAR

DocuSigned by:
Jason Plotkin 8701873D2AA04C7
By:8701873D2AA04C7
Jason Plotkin Name:
Name:(please print)
Executive Director
Title:
ATTEST: [if required]
ATTEST: [Il required]
By:
Бу.
Name:
(please print)
Title:
(please print)



# EXHIBIT A SCOPE OF WORK

#### I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and Ekar (the "Provider").

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

Ekar has been awarded \$918,849.80 in Healthy Food for Denver's Kids funds for the maximum contracted amount for a contract term of August 1, 2024- July 31, 2027.

#### II. Program Services and Descriptions

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

Ekar Farm will continue its collaborations with community partners Hope Communities, Monarch Montessori School, and Academy 360 to provide 50 Community Supported Agriculture (CSA) vegetable, fruit, and herb shares to the Montbello neighborhood in North Denver. These shares will contain culturally responsive and organic ingredients for over 8,000 meals (~10,000 pounds), child-friendly recipes, educational activities, and nutritional information in a series of languages for 20 weeks; June through October. In addition to improving access to nutritious and culturally responsive food to children and their families, Ekar Farm will increase participation in all nutrition assistance by providing year-round information and matching assistance to potential program participants at all of our programming, food distributions, and educational sites. With HFDK funding Ekar will strengthen our partnerships with Early Childhood Education (ECE) schools, public institutions, and marginalized communities by providing food justice, nutrition, and experiential education, community food security initiatives, and teaching gardening/food skills through informed curricula.

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

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

Geographical Location	Please check all that apply
Citywide	
Athmar Park	
Auraria	
Baker	
Barnum	
Barnum West	



#### SCOPE OF WORK

SCOPE OF WORK	
Bear Valley	
Belcaro	
Berkeley	
Capitol Hill	$\boxtimes$
Central Business District	
Central Park	
Chaffee Park	
Cheesman Park	
Cherry Creek	
City Park	
City Park West	
Civic Center	
Clayton	
Cole	
College View - South Platte	
Congress Park	
Cory - Merrill	
Country Club	
DIA	
East Colfax	$\boxtimes$
Elyria Swansea	$\boxtimes$
Five Points	
Fort Logan	
Gateway - Green Valley Ranch	
Globeville	
Goldsmith	$\boxtimes$
Green valley Ranch	
Hale	
Hampden	$\boxtimes$
Hampden South	
Harvey Park	
Harvey Park South	
Highland	
Hilltop	$\boxtimes$
Indian Creek	
Jefferson Park	
Kennedy	
La Alma lincoln park	
Lincoln Park	
Lowry Field	
Mar Lee	
Marston	



#### **SCOPE OF WORK**

Montbello	$\boxtimes$
Montclair	
North Capitol Hill	
North Park Hill	
Northeast Park Hill	$\boxtimes$
Overland	
Platt Park	
Regis	
Rosedale	
Ruby Hill	
Skyland	$\boxtimes$
Sloan Lake	
South Park Hill	
Southmoor Park	
Speer	$\boxtimes$
Sun Valley	$\boxtimes$
Sunnyside	
Union Station	
University	
University Hills	
University Park	
Valverde	
Villa Park	
Virginia Village	
Washington Park	
Washington Park West	
Washington Virginia Vale	
Wellshire	
West Colfax	
Windsor	$\boxtimes$

#### III. Evaluation, Outcome Measures and Deliverables

#### A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the "objectives" section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDK Evaluation contractor and staff. The HFDK evaluation contractor is available to provide technical assistance to the Provider on the development and implementation of their metrics, as needed.



#### **SCOPE OF WORK**

**Process measures** are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

**Outcome measures** are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

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

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

#### IV. Performance Management and Reporting

#### A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee.

The Provider will be reviewed for:

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

#### B. Reporting

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



#### **SCOPE OF WORK**

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

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

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

#### C. Evaluation Support

The HFDK evaluation contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee's participation in the macro



#### **SCOPE OF WORK**

evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

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

#### V. Budget

#### A. Budget

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

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

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

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

#### VI. Invoice

A. Invoice

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



#### **SCOPE OF WORK**

#### VII. Payments

- A. A complete invoice package shall be completed and submitted to the <a href="https://html.nc.nih.google.new.org">https://html.nc.nih.google.new.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 complete invoice package each month to HFDK. Provider is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.
  - a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver's Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate** payment terms.
- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

#### VIII. General Grant Requirements

- A. Funds for program(s) and activities must providing quality services for at least one of the following:
  - i. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
    - 1. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.
  - **ii.** Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
    - 1. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

#### Additionally, programs must:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. NOT use HFDK funds to purchase any of the following items:
  - i. All diet or regular sodas and sports/energy drinks
  - ii. Flavored/added sugar milk
  - iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice



#### **SCOPE OF WORK**

- iv. Candy
- v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
- vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
- vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

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

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver's Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered though HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
- C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.
- D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- E. Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

#### IX. Other

- A. Provider shall submit updated documents which are directly related to the delivery of services
- B. Additional document requirements that may be requested for this contract:
  - i. organizational Chart
  - ii. updated Certificate of Insurance
  - iii. reports and information for Program Evaluation, as required.

Exhibit 8\_Budget

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

narrative for each categor	y in the "Description of Work/Item" section. You may add more lines to each s SUBMITTI		nsure they are in	ncluded in the total sum. **CHECK YOUF	TOTAL I	OXES PRIO	R TO
	If your budget does not show alignment, DDPHE may contact Healthy Food for Denver's			ns and/or modifications.			
Organization Name	Ekar Farm						
Term	Year 1 (August 1, 2024-July 31, 2025)						
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)						
	Budget Catego	gories					
	Food and Supplies		T			ark with an X ea t the line item p	
				Total Amount Requested from Healthy Food for Denver's	Priority	Priority Area	Priority
Produce Shares (CSA Shares)	Description of Item  CSA (Community Supported Agriculture) produce shares grown and distributed by Ekar Farm (All No-		Per Item Cost \$ 700.00	Kids Initiative \$42,000.00	Area 1	2	Area 3
Food Add Ons	Locally produced add-ons to produce shares (mushrooms, fruit, and/or bread - 50 total shares Packing items such as boxes, bags, twist ties to be used in the distribution of the food - estimated to	50	\$ 400.00	\$20,000.00	Х		X
Packing Supplies	be \$80 per share per year.  Post harvest handling supplies including crates, sanitizing and washing materials, produce washing	60	\$ 80.00	\$4,800.00	X		
Post Harvest Handling Supplies	materials (wash basins, hoses, scales)  Food for Camp Ekar Participants (30 kids over 2 weeks; \$25/kid)	30	\$ 1,200.00 \$ 25.00	\$1,200.00 \$750.00	,		,
Food	Production Camp Exar Participants (30 kius over 2 weeks, 323/kiu)		otal Food and Supplies	\$68,750.00	^		^
	Program Operating Expenses			300,730.00			
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Water	Water for irrigation (April - November; 8 months - average \$700/mo)	8	\$ 700.00	\$5,600.00	x		
Growing Supplies for Produce Distribution	Tools, amendments, compost, fertilizers, organic spays, seeds, plant starts, knives, prep tables, wash areas.	1	\$ 8,000.00	\$8,000.00	x		
Delivery	Delivery of CSA Shares to the 5 sites x 20 weeks = 100	100	\$ 25.00	\$2,500.00	x		
Printouts in CSA Boxes	Recipe/Take Home Lessons with Produce Shares/Farm Communication translations (up to 4 languages) - 60 shares/week x 20 weeks = 1,200 shares/year. 5 pages per share every week = 6,000 pages.	6,000	\$ 0.25	\$1,500.00			x
Program Materials	Program materials to support garden, farm, food, nutrition lessons including food scales, pickling and preserving supplies, composting supplies, arts/craft type supplies, pots/pans, etc.	1	\$ 1,600.00	\$1,600.00	x		x
	Printouts for lessons, educational activities, nutritional information, and ECE professional trainings 72 classes per year at Monarch, 12 program days per year at each of the Hope Community Sites, and at Academy						
Take Home Program Materials	360. 72 classes plus 36 program days = 108 "classes", 100 pages per occurance = 10,800 pages.  Fruit trees, plant starts, seeds, seedlings, amedments, raised bed materials, irrigation supplies to support ECE	10,800	\$ 0.25	\$2,700.00			х
Garden Experiential Educational Materials	garden cohort - 4 sites x \$1,000 per site  Camp Ekar for Hope Kids (2 weeks, 15 kids each week) - includes programming materials, facility	4	\$ 1,000.00	\$4,000.00	х		х
Camp Ekar	maintenance, utilites  Transportation for Hope Communities Kids to Ekar for Camp (2 weeks) - covers the cost of bus rental and	30	\$ 350.00	\$10,500.00			х
Transportation for Hope Communities	driver at 5 days each week for a total of 10 days. \$100/day x 10 days.	10	\$ 100.00	\$1,000.00			х
Information Communications	WIC/SNAP information sessions at produce pick ups and written communications at all 5 sites. 120 sessions; ~60 pages of information at each session; 120 x 60 = 7,200	7,200	\$ 0.25	\$1,800.00		x	
Instant Language Assistant	iPad device with application that allows access to 140+ languages. Includes 3 years of licensing - this item allows live language translation services - only need to purchase equipment and license in year 1.	1	\$ 2,499.00	\$2,499.00	x	x	x
The Interpreter Network by The Spring Institute	Translation services provided by or contracted through Hope Communities for 5 of the most widely used languages at Hope Communities 4 sites. Translation costs are \$0.24 - \$0.40 per word (\$0.32/word average). 6,250 \$ 0.32				х	х	
		Tota	al Operating Expenses	\$43,699.00			
	Personnel and Administrative Services						
Salary Employees							
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area	Priority Area 3
	This FTE creates and supervises the execution of the crop plan, trains and supervises farm workers and volunteers, and ensures nutrient dense, organic produce is available for all projects, camps, and the CSA food						
Farm Manager	distribution program. The Farm Manager is also responsible for food safety, post harvest handling, quality control, and delivery of all produce. The food safety, post harvest handling, quality control, and delivery of all produce.	50%	\$ 63,000.00	\$31,500.00	х	х	х
Community Outreach and Programs Manager	scheduling, developing curriculum, marketing and budgets. They teach and lead programs both on the farm and off-site. They are also responsible for surveying, collecting feedback, program evaluation, and general community outreach.	50%	\$ 63,000.00	\$31,500.00	x	x	x
Executive Director	Supervises the Farm and Program Managers, approving workplans and ensuring Ekar's values are embodied in all programs. Assists with on-farm growing, curriculum development and implementation, and with data collection/program efficacy monitoring.	15%	\$ 83,000.00	\$12,450.00	v	Y	,
Hourly Employees	conection/program emcacy monitoring.	15%	3 83,000.00	\$12,450.00	^	^	^
Position Title	Description of Work  Timee parciume seasonal nires for 270 mours of work per farmer in the growing season (warch - November).	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area	Priority Area 3
Community Farmer	Innee part-time seasons innes for 270 hours or work per farmer in the growing season (warch - knowember). Prepares soil for growing, plants by direct seed and transplants, culitvates, irrigates, harvests, and washes/packs. 270 hours x 3 staffers = 810 hours	810.00	\$ 20.00	\$16,200.00	_		_
Program Coordinator	washes/packs. Z/U hours x 3 statters = \$10 hours The Program Coordinator will support the Community Outreach and Programs Manager, coordinating The Volunteer Coordinator schedules volunteers for shifts on site during the bi-weekly food distribution to	780	\$ 20.00	\$16,200.00 \$17,940.00	x	х	X
Hope Communities Volunteer Coordinator Hope Communities Manager, Programs and	answer set up food for easy selction by our clients, to answer questions about food options, and to ensure  This position signs in all guests at bi-weekly food distribution at Hidden Brook and gathers information about	52	\$ 21.00	\$1,092.00	х	х	х
Resource Navigation at Hidden Brook Hope Communities Manager, Youth	the total number of people in each household. When they become aware of youth in a household that are This position signs in all guests at bi-weekly food distribution at The Gardens and gathers information about	52	\$ 30.50	\$1,586.00	х	Х	x
Programs and Community Impact at The Gardens	the total number of people in each household. When they become aware of youth in a household that are not yet engaged in Hope Communities youth resiliency programs, they share that information. Additionally,	52	\$ 29.71	\$1,544.92	x	х	x
Hope Communities Director of Programs and Community Impact	This position ensures timely and accurate data collection across all programs, coordinates analysis and evaluation efforts.	19	\$ 40.38	\$767.22	х	х	x
		То	tal Personnel Services	\$114,580.14			
	Other / Miscellaneous						
_				Total Amount Requested from Healthy Food for Denver's	Priority	Priority Area	
Item	Description  This truck, van, and/or trailer is for the delivery of the produce from the Ekar farm site to the 5 locations that will be receiving produce. Currently, staff is using their own cars to deliver which Ekar must reimburse for. A refrigerated truck will increase delivery efficiency and produce quality. This is a one time cost only in year 1 of	Quantity	Per Item Cost	Kids Initiative	Area 1	2	Area 3
Delivery Vehicle	this grant.	1 1	\$ 18,000.00	\$18,000.00	х		

	1							
Vechile Maintenance	\$2,500/year as quoted from the Harford Insurance to cover 3 drivers (all ful (6 per year at \$100/each), fuel, and miscellaneous costs	Itime staff members), oil changes	1	\$ 5,000.00	\$5,000.00	×	x	×
veelile Maintenance	(o per year at \$200) eathy, raci, and miscenaricous costs		*	3,000.00	\$3,000.00	_ ^		_ ^
					\$0.00			
					\$0.00			
					\$0.00			
				Total Other				
					\$23,000.00			
		Subcontractors						
					Total Amount Requested from Healthy Food for Denver's	Priority	Priority Area	
Name of Organization	Item	Description	Quantity	Per Item Cost	Kids Initiative	Area 1	2	Area 3
		A professional to assist in						
		developing and hosting listening sessions, develop SOPs for best						
		practices in communications,						
		and to develop incentive						
		programs and methodology to						
Bases Burd Consulting	Benfassianal Community Foresament Contractor	assist with data collection - 80	90	6 80.00	AC 400 00			l ,
Regan Byrd Consulting	Professional Community Engagment Contractor	hours per year	80	\$ 80.00	\$6,400.00	х	Х	х
		seasonally availabe produce for our CSA boxes and our						
		classes/lessons. Works with						
		nutritionist to calculate overall						
		nutritional facts for each recipe.						
Dennis Taylor	Recipe Developer/Chef	90 hours per year. This contractor will work with	90	\$ 45.00	\$4,050.00	Х		х
		the Community Outreach and						
		Programs Manager to develop						
		nutrition-based curriculum, host						
		workshops, assist with						
		WIC/SNAP communications, and will work with the Executive						
		Director to refine/develop a						
		nutrient calculator to better						
		understand the impact of our						
		hunger relief and food access						
Person/Organization to be Determined	Community Nutritionist	work.	100	\$ 50.00	\$5,000.00	X		х
					\$0.00			
					\$0.00			
				Total Subcontractors	\$15,450.00			
		TOTAL DIRECT COSTS	(Supplies & Operatin	g, Personnel, Other)	\$265,479.14			
					\$205,475124			
		Indirect						
Item		scription			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 (1 negotiated rate, based on the total contract budget.	10%) cap on reimbursement for ind	irect costs or the organ	nization's federally				
	members to surveys or focus groups, hiring your own external evaluation		re, attending conferen	ces/PD for evaluation	\$26,547.91			
Evaluation	le	arning)	TO	TAL INDIRECT COSTS				
			10		\$26,547.91			
		TOTAL	AMOUNT REQUE	STED FROM HFDK				
					\$318,574.97			

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. \*\*CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING! If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget Ekar Farm Year 2 (August 1, 2025-July 31, 2026) Please Mark with an X each Priority Area that the line item pertains to. Food and Supplies Priority Area 3 Supported Agriculture) produce shares grown and distributed by Ekar Farm (All No add-ons to produce shares (mushrooms, fruit, and/or bread - 50 shares h as boxes, bags, twist ties to be used in the distribution of the food - estimated to 30.00 Food for Camp Ekar Participants (30 kids over 2 weeks; \$30/kid per week) \$900.00 Total Food and Supplie \$72,950.00 Program Operating Expenses Description of Item Per Item Cost Water for irrigation (April - November; 8 months - average \$700/mo) 700.00 \$5,600.00 Tools, amendments, compost, fertilizers, organic spays, seeds, plant starts, knives, prep tables, wash areas. Delivery of CSA Shares to the 5 sites (20 weeks - 5 y/week = 100) ReceipeTake thou elsosns with Produce Shares/Farm Communication translations (up to 4 languages) - 60 Program materials to support garden, farm, food, nutrition lessons including food scales, pickling and preserving supplies, composting supplies, raty/craft type supplies, pot/synas, etc. Printouts for lessons, educational activities, nutritional information, and ECE professional trainings. - 72 wing Supplies for Produce Distribution 7,000.00 outs in CSA Boxes 1,000.00 Fruit trees, plant starts, seeds, seedlings, amedments, raised bed materials, irrigation supplies to support ECE garden cohort - 4 sites x 5800 per site
Camp Etar for Hope Kids (2 weeks, 15 kids each week) - includes programming materials, facility maintenance utilities Camp Ekar 350.00 \$10,500.00 unines
Transportation for Hope Communities kids to Ekar for Camp (2 weeks) - covers the cost of bus rental and driver at 5 days each week for a total of 10 days. \$100/day x 10 days. WIC/SNAP information sessions at produce pick ups and written communications at all 5 sites - 2x per month Translation services provided by or contracted through Hope Communities for 5 of the most widely used Information Communications
The Interpreter Network by The Spring nstitute languages at Hope Communities' 4 sites. Translation costs are \$0.24 - \$0.40 per word (\$0.32/word average). 0.32 \$2,000.00 Total Operating Expense \$38,800.00 Personnel and Administrative Services Salary Employees Position Title This staffer creates and supervises the execution of the crop plan, trains and supervises farm workers and This staffer creates, executes, and/or supervises the execution of the programs, coordinating program \$32,445.00 Farm Manager Community Outreach and Programs Manager Executive Director scheduling, developing curriculum, marketing and budgets. They teach and lead programs both on the farm Supervises the Farm and Program Managers, approving workplans and ensuring Ekar's values are embodied in Hourly Employees Description of Work
e seasonal hires for 201 hours of work in the growing season (March - November). Prepares
rdinator will support the Community Outreach and Programs Manager, coordinating
s volunteers for shirts on site during the bi-weekly food distribution to answer set up food for 21.00 \$1,092.00 Hope Communities Volunteer Coordinator Hope Communities Manager, Programs and easy selction by our clients, to answer questions about food options, and to ensure even distribution to all This position signs in all guests at bi-weekly food distribution at Hidden Brook and gathers information about Ins position signs in all guests at ot-weekly flood distribution at rinder strong and gathers information about the total number of people in each household. When they become aware of youth in a household that are not 52. This position signs in all guests at bi-weekly flood distribution at The Gardens and gathers information about the total number of people in each household. When they become aware of youth in a household that are not 30.50 \$1,586.00 Resource Navigation Hidden Brook Hope Communities Manager, Youth Programs and Community Impact at The yet engaged in Hope Communities youth resiliency programs, they share that information. Additionally, this This position ensures timely and accurate data collection across all programs, coordinates analysis and 29.71 \$1,544,92 Hope Communities Director of Programs and Community Impact evaluation efforts. \$767.22 \$117,638.64 Other / Miscellaneous Description
\$2,500/year as quoted from the Harford Insurance to cover 3 drivers (all fulltime staff members), oil change (6 per year at \$100/each), fuel, and miscellaneous costs (10% increase in insurance year over year) \$0.00 \$0.00 \$5,250.00 Subcontractors riority Area Name of Organizat A professional to assist in loping and hosting lister sessions, develop SOPs for best practices in communications, and to develop incentive programs and methodology to

assist with data collection - 80 hours per year

Professional Community Engagment Contractor

Regan Byrd

		Creates recipies based on	1	1			1	
		seasonally availabe produce for						
		our CSA boxes and our						
		classes/lessons. Works with						
		nutritionist to calculate overall						
Dennis Taylor	Recipe Developer/Chef	nutritional facts for each recipe.	90	\$ 45.00	\$4.050.00	l x		x
Definis Taylor	Recipe Developer/Crief	90 hours per year.	90	\$ 45.00	\$4,050.00	_ ^		-
		the Community Outreach and						
		Programs Manager to develop						
		nutrition-based curriculum, host						
		workshops, assist with WIC/SNAP communications, and						
		will work with the Executive						
		Director to refine/develop a						
		nutrient calculator to better						
		understand the impact of our						
		hunger relief and food access						
Person/Organization to be Determined	Community Nutritionist	work.	100	\$ 50.00	\$5,000.00	Х	Х	х
					\$0.00			
					\$0.00			
				Total Subcontractors	\$15,450.00			
	TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$244,838.64			
		Indirect						
		manect						
					Total Amount Requested from Healthy Food for Denver's			
Item		Description			Kids Initiative			
	Indirect Costs: Healthy Food for Denver's Kids policy places a ten perc		ndirect costs or the org	ganization's federally				
Indirect rate (if applicable):	Indirect rate (if applicable): negotiated rate, based on the total contract budget.							
	members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation							
Evaluation		learning)			\$24,483.86			
			то	TAL INDIRECT COSTS	\$24,483.86			
					, , , , , , , , , , , , , , , , , , , ,			
		TOTAL	AMOUNT REQUE	STED FROM HFDK				
					\$293,806.37			
					\$233,000.37			

Name of Organization

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. \*\*CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING! If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget Organization Name Ekar Farm Term Year 3 (August 1, 2026-July 31, 2027) Request for Proposal Name Healthy Food for Denver's Kids(HFDK05) Please Mark with an X each Priority Area that the line item pertains to. Food and Supplies Description of Item

CSA (Community Supported Agriculture) produce shares grown and distributed by Ekar Farm (All No Locally produced add-ons to produce shares (marknooms, fruit, and/or bread - 50 shares
Packing items such as boxes, bags, twist ties to be used in the distribution of the food - estimated to Packing Supplies be \$80 per share per year.

Post harvest handling supplies including crates, sanitizing and washing materials, produce washing 60 80.00 \$4,800.00 Post Harvest Handling Supplies materials (wash basins, hoses, scales) 800.00 \$800.00 od for Camp Ekar Participants (30 kids over 2 weeks; \$35/kid per week) \$1,050.00 Total Food and Supplie \$77,150.00 **Program Operating Expenses** Item Description of Item Quantity Per Item Cost Area 3 Water Water for irrigation (April - November; 8 months - average \$700/mo) 700.00 \$5,600.00 Growing Supplies for Produce Distribution Tools, amendments, compost, fertilizers, organic spays, seeds, plant starts, knives, prep tables, wash areas 6.000.00 \$6,000.00 Delivery of CSA Shares to the 5 sites (20 weeks - 5x/week = 100)

Recipe/Take Home Lessons with Produce Shares/Farm Communication translations (up to 4 languages) - 60

Program materials to support garden, farm, food, nutrition lessons including food scales, pickling and preserving supplies, composting supplies, arts/craft type supplies, post/craft Syghans, etc.

Printouts for lessons, educational activities, nutritional information, and ECE professional trainings. - 72 Printouts in CSA Boxes 500.00 Program Materials Take Home Program Materials Fruit trees, plant starts, seeds, seedlings, amedments, raised bed materials, irrigation supplies to support ECE garden cohort - 4 sites x \$600 per site Garden Experiential Educational Materials 600.00 \$2,400.00 Camp Ekar for Hope Kids (2 weeks, 15 kids each week) - includes programming materials, facility Camp Kiss 101 rupe root | Camp Kiss 101 rupe 350.00 \$10,500.00 Transportation for Hope Communities 100.00 rmation sessions at produce pick ups and written communications at all 5 sites - 2x per month vices provided by or contracted through Hope Communities for 5 of the most widely used Information Communications
The Interpreter Network by The Spring languages at Hope Communities' 4 sites. Translation costs are \$0.24 - \$0.40 per word (\$0.32/word average) \$2,000.00 \$36,500.00 Personnel and Administrative Services Salary Employees Salary + Fringe Position Title Description of Work Percent of Time Kids Initiative Area 3 Farm Manager
Community Outreach and Programs This staffer creates and supervises the execution of the crop plan, trains and supervises farm workers and This staffer creates, executes, and/or supervises the execution of the programs, coordinating program 66,837.00 \$33,418.50 scheduling, developing curriculum, marketing and budgets. They teach and lead programs both on the farm Supervises the Farm and Program Managers, approving workplans and ensuring Ekar's values are embodied Manager Executive Director 66,837.00 \$33,418.50 Hourly Employees Priority Description of Work

Three part-time seasonal hires for 270 hours of work in the growing season (March - November). Prepares 81.00

The program coordinator will support the Community Outreach and Programs Manager, coordinating 780

The VC schedules volunteers for shirts on site during the bi-weekly food distribution to answer set up food for Position Title Area 3 \$17.010.00 24.00 \$18,720.00 Hope Communities Volunteer Coordinato Hope Communities Manager, Programs an asy selction by our clients, to answer questions about food options, and to ensure even distribution to all his position signs in all guests at bi-weekly food distribution at Hidden Brook and gathers information abou 52 21.00 \$1,092.00 Resource Navigation Hidden Brook Hope Communities Manager, Youth the total number of people in each household. When they become aware of youth in a household that are This position signs in all guests at bi-weekly food distribution at The Gardens and gathers information about 52 30.50 \$1,586.00 Programs and Community Impact at The the total number of people in each household. When they become aware of youth in a household that are Gardens Hope Communities Director of Program not yet engaged in Hope Communities youth resiliency programs, they share that information. Additionally, This position ensures timely and accurate data collection across all programs, coordinates analysis and 29.71 \$1,544.92 and Community Impact valuation efforts. \$767.22 \$120,765.39 Other / Miscellaneous Priority Area Priority Description Per Item Cost Area 3 ver 3 drivers (all fulltime staff members), oil change \$2.500/year as quoted from the Harford Insurance to c 5,525.00 Vechile Maintenanc (6 per year at \$100/each), fuel, and miscellaneous costs (10% increase in insurance year over year) \$5,525.00 \$0.00 \$0.00 \$0.00 \$5,525.00 Subcontractors

Quantity

Total Amount Requested from Healthy Food for Denver's Kids Initiative Total Contract Amount (August 1, 2024-July 31 2027)

		A professional to assist in							
		developing and hosting listening sessions, develop SOPs for best							
		practices in communications,							
		and to develop incentive							
		programs and methodology to							
		assist with data collection - 80							
Regan Byrd	Professional Community Engagment Contractor	hours per year Creates recipies based on	80	\$	80.00	\$6,400.00	Х	Х	Х
		seasonally availabe produce for							
		our CSA boxes and our							
		classes/lessons. Works with							
		nutritionist to calculate overall							
		nutritional facts for each recipe.		_					
Dennis Taylor	Recipe Developer/Chef	90 hours per year. This contractor will work with	90	\$	45.00	\$4,050.00	Х		Х
		the Community Outreach and							
		Programs Manager to develop							
		nutrition-based curriculum, host							
		workshops, assist with WIC/SNAP communications, and							
		will work with the Executive							
		Director to refine/develop a							
		nutrient calculator to better							
		understand the impact of our							
		hunger relief and food access							
Person/Organization to be Determined	Community Nutritionist	work.	100	\$	50.00	\$5,000.00	Х		Х
						\$0.00			
						\$0.00			
				Total Subcont	ractors	445 450 00			
		TOTAL DIRECT COSTS	(Supplies & Operatin	g. Personnel.	Other)	\$15,450.00			
			(	g, :,	,	\$255,390.39			
		Indirect							
Item	De	scription				Total Amount Requested from Healthy Food for Denver's Kids Initiative			
item			ndirect costs or the or	anization's fed	erally	Kius mittative			
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 (if applicable): negotiated rate, based on the total contract budget.								
can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation									
Evaluation	le	earning)				\$25,539.04			
			то	TAL INDIRECT	costs	\$25,539.04			
		TOTAL	AMOUNT REQUE	STED FROM	HFDK				
						\$306,468.47			
	-								

\$918,849.80

### FOR HFDK staff reference only. This page is locked and not able to be edited.

	TOTAL
Year1	\$318,574.97
Year2	\$293,806.37
Year 3	\$306,468.47
Total Grant Amount	\$918,849.80
Total Operating Budget of Organization	
% of the grant to Operating Budget Amount	

#### Exhibit C

# **ACORD®**

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/7/2024

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.

lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to t	he te	rms and conditions of th	ne poli	cy, certain po	olicies may ı				
	DUCER	O till	CCIT	incate notaer in nea or s	CONTA		<u>,                                      </u>				
Art 210	hur J. Gallagher Risk Management ) University Boulevard, Suite 600	Ser	vices	, LLC	PHONE (A/C, No E-MAIL ADDRE	o, Ext): 303-892	2-6900		FAX (A/C, No):		
De	nver CO 80206				ADDRE						
								RDING COVERAGE			NAIC#
INSU	DED.			EKARINC-01	1	RA: Nutmeg					39608
	AR, Inc.			210 11 11 10 0 1	INSURE	RB: Hartford	Underwriters	Insurance Cor	npany		30104
	BÓX 460983				INSURE	RC:					
De	nver CO 80246				INSURE	RD:					
					INSURE	RE:					
					INSURE	RF:					
				E NUMBER: 2009437467	VE DEE			REVISION N			IOV DEDICE
IN Cl	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	equii Pert Poli	REME ΓΑΙΝ,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER IS DESCRIBED PAID CLAIMS.	DOCUMENT WI D HEREIN IS S	TH RESPE	CT TO V	WHICH THIS
LTR	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY		WVD			(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		
В		Y		83SBMBH1YR5		7/1/2024	7/1/2025	EACH OCCURRE DAMAGE TO REM	NTED	\$ 1,000	
	CLAIMS-MADE X OCCUR							PREMISES (Ea o	ccurrence)	\$ 100,0	
								MED EXP (Any or		\$ 5,000	
								PERSONAL & AD		\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:    PRO-   LOC							GENERAL AGGR		\$ 2,000	
	JECT LOC							PRODUCTS - CO	MP/OP AGG	\$ 2,000	,000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SING	LE LIMIT	\$	
	ANY AUTO							(Ea accident)		\$	
	OWNED SCHEDULED							BODILY INJURY		-	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAM	. ,	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
	UMBRELLA LIAB OCCUR									\$	
	- SYSTEM - OCCUR							EACH OCCURRE	NCE	\$	
	CLAIIVIS-IVIADL							AGGREGATE		\$	
Δ	DED   RETENTION \$ WORKERS COMPENSATION			83WECAH3VDJ		8/27/2024	8/27/2025	X PER STATUTE	OTH- ER	\$	
^	AND EMPLOYERS' LIABILITY Y / N			03WEGAI ISVD3		0/21/2024	0/21/2023		•	÷ 4 000	. 000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCID		\$1,000	
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - E		\$ 1,000	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - P	OLICY LIMIT	\$ 1,000	,000
As	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC required by written contract, the City an ureds for General Liability.								re included	as Ado	litional
CFI	RTIFICATE HOLDER				CANO	CELLATION					
~ = 1	City & County of Denver D Environment Division of Administration 101 W. Colfax Ave. Suite 8		of Pu	ublic Health &	SHC THE ACC	DULD ANY OF 1 EXPIRATION CORDANCE WITH	I DATE THE	ESCRIBED POL EREOF, NOTIC Y PROVISIONS	E WILL I		
	Denver, CO 80202				Katy	of Roth					

#### Exhibit D\_Timeline and Implementation

# TIMELINE OF ACTIVITIES

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

Key Activity/Metric  You may want to	Location  Where the	Staff  Persons/	Partnership s			ar 1 -2025			Yea 2025-				Yea 2026-		
connect activities to program goals, objectives, and budget line items	activity will take place	Agency responsibl e	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	Q1 Aug- Oct	Q2 Nov - Jan	Q3 Feb- Apr	Q4 May - July
Develop job descriptions, conduct interviews, and hire 3 community farmers and a program coordinator. Farmers are hired yearly in March.	Remotely and at Ekar Farm.	Ekar Farm Executive Director and Farm Manager	N/A	X		X				X				X	
Seek out and engage a nutritionist. Develop a contract and agree upon scope of work. Revisit scope of work each January.	Ekar Offices	Ekar Executive Director	Ekar	X	X				X				X		
Ekar will contract with a nutritionist to calculate overall nutritional facts for each recipe, help develop an activity to do at home, and instructions for preparation of the recipe. Most are simple and just have an added grain component to it that the family will have to acquire on their own. A video howto for each recipe will be available online.															
Contract with Regan Byrd, develop a contract and agree upon scope of work. Revisit scope of work each January. <b>This is for JEDI</b>	Ekar Offices	Ekar Executive Director	Ekar	X	X				X				X		

# $Exhibit \ D\_Timeline \ and \ Implementation$

trainings for the Ekar staff, volunteers, and board members.															
Meetings with all community partners to organize, connect, and collaborate on the programs. Discuss goals, metrics, surveying, deliverables, timelines, budgets, program efficacy, and prepare any necessary changes to programs.	Academy 360, Monarch Montessori School, Hope Communities - Hidden Brook and The Gardens, Metro Caring, Ekar Farm	Staff at partner orgs and all Ekar Farm full time staff + program coordinator	ALL - Ekar led	X		X				X				X	
Grow food and distribute CSA shares and add-ons. Growing begins in March and ends in November. Food distribution in likely June - November. This includes planting, cultivating, weeding, fertilizing, harvesting, packing, ordering for add ons, picking up add ons, etc.  CSA shares that contain 12-15 items each week. Each weekly share provides enough fresh produce to feed a family of 6 approximately 5 meals.  Academy 360 = 15 shares per week Monarch= 15 shares per week Hope Communities= 20 shares per week Metro Caring= 10 shares per week	Academy 360, Monarch Montessori School, Hope Communities - Hidden Brook and The Gardens, Metro Caring, Ekar Farm	Staff at partners orgs and all Ekar Farm staff	ALL - Ekar led	X	X	X	X	X	X	X	X	X	X	X	X
Seasonal planning - develop crop plans and farm maps, order seeds/plants, place materials orders (produce growing supplies, packaging	Ekar Farm/Ekar Office	Ekar Farm Executive Director and Farm Manager	Partnerships with local growers/produc ers. Consideration	X	X	X			X	X			X	X	

# $Exhibit \ D\_Timeline \ and \ Implementation$

materials, post harvest handling supplies, etc.) - including delivery vehicle purchase  Contacting and confirming add-on items - scheduling pick up/drop off of add ons.			will be made to BIPOC owned businesses.												
Surveying and community outreach - host listening sessions, evaluate and quantify feedback responses from survey forms, interview community members.	Academy 360, Monarch Montessori School, Hope Communities - Hidden Brook and The Gardens, Metro Caring, Ekar Farm	Ekar Farm Executive Director, Programs Manager, and Program Coordinator. Staff from all partner organizations	ALL - Ekar and Hope coleads		X	X			X	X			X	X	
Recipe development with Dennis Taylor.	Hillel commercial kitchen.	Ekar Farm Programs Manager	Ekar + Dennis Taylor	X	X				X				X		
Program curriculum development	Ekar Offices	Ekar Programs Manager	ALL - Ekar led		X	X			X	X			X	X	
Translation work - SNAP/WIC, recipes, CSA take home lessons, nutritional information, etc. Flyers in English and Spanish. Cooking. Nutrition lessons (4 languages- not specified)	Ekar Offices + The Spring Institute	Ekar Program Manager + The Spring Institute	Ekar + Spring Institute	X	X				X				X		
Programming - nutrition/garden/food education at Ekar Farm and at partner sites; Winter Programming - nutrition, food preservation, etc.	Academy 360, Monarch Montessori School, Hope Communities - Hidden Brook and The Gardens	Ekar Program Manager	All partners but Metro Caring - Ekar led	X	X	X	X	X	X	X	X	X	X	X	X
4 classes per year at 20															

# $Exhibit \ D\_Timeline \ and \ Implementation$

garden sites and provides two professional development days per ECE school/organization (50 partners in 2023).															
Camp Ekar for Hope Kids - organize transportation, sign up, waivers, etc.  6 week camp per year. 30 youth, 4 adults served.	Ekar + Hope Communities	Ekar Program Manager + Hope Staff	Ekar + Hope Communities	X		X		X		X		X		X	X
Research and purchase programming supplies	Ekar	All Ekar full- time staff + Program	Input from all partners	X	X	X	X	X	X	X	X	X	X	X	X
Program(s) Evaluation	ALL Partners	ALL Ekar staff and community navigators at all partners	ALL - Elak led	X	X	X	X	X	X	X	X	X	X	X	X
Printing for all programs and translations	Ekar	Ekar Program Coordinator	Ekar + Hope	X	X	X	X	X	X	X	X	X	X	X	X
Compliance - financials, programs and food access	Ekar Offices	All Ekar full time staff	N/A	X	X	X	X	X	X	X	X	X	X	X	X

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

	Denver Department of Public Health an	d Environment - Health	y Food for Denver's Kids		
Invoice # Date Invoice is sent to			Organization Name	Ekar	
HFDK			Invoice Period		
PRJ number Payment Option	ACH		Final Invoice Amount Payment Terms	\$ - Immediate	
			Grantee Waives Prompt Pay		
To:			From:	Ekar	
Program: HFDK Contact:	Healthy Food for Denver's Kids Jessica Murison		Contact Name: Remit Address:		
Address:	101 W Colfax				
City: State:	Denver CO		City: State:		
Zip Code: Telephone:	80202 720-865-5421		Zip Code: Telephone:		
Email:	HFDKinvoices@denvergov.org		Email:		
Expenditure				Total Amount	
	Budget Categories Food and Supplies			•	
	гоой ана заррнея				
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total Spent
Produce Shares (CSA	CSA (Community Supported Agriculture) produce shares grown and distributed by Ekar Farm (All No- Cost to recipients) 60 shares at \$800/share to be distributed for 20 weeks - to be delivered to	2			
Shares)	Cost to recipients) to shares at southshare to be distributed to it 20 weeks - to be delivered to Monarch Montscori School, Academy 360, MetroCaring, and 2 Hope Communities sites. (60 shares Locally produced add-ons to produce shares (mushrooms, fruit, and/or bread - 50 shares	60	\$ 700.00	\$42,000.00	
	Locally produced add-ons to produce shares (mushrooms, fruit, and/or bread - 50 shares \$450/share) - each recipient can request additional food to be added onto their weekly share;				
Food Add Ons	MetroCaring is NOT included in this line item as they already have access to mushrooms, fruit, and	50	\$ 400.00	\$20,000.00	
	Packing items such as boxes, bags, twist ties to be used in the distribution of the food - estimated to				
Packing Supplies	be \$80 per share per year.	60	\$ 80.00	\$4,800.00	
Post Harvest Handling	Post harvest handling supplies including crates, sanitizing and washing materials, produce washing				
Supplies	materials (wash basins, hoses, scales)	1	\$ 1,200.00	\$1,200.00	
Food	Food for Camp Ekar Participants (30 kids over 2 weeks; \$35/kid per week)	30	\$ 25.00  Total Food and Supplies	\$750.00 \$68,750.00	ς .
			Total Food and Supplies	Ţ	,
	Program Operating Expe	nses			
				Total Amount Requested from Healthy	
Item Water	Description of Item  Water for irrigation (April - November; 8 months - average \$700/mo)	Quantity 8	Per Item Cost	Food for Denver's Kids Initiative \$5,600.00	Total Spent
Growing Supplies for				7-7,	
Produce Distribution	Tools, amendments, compost, fertilizers, organic spays, seeds, plant starts, knives, prep tables, wash areas.	1	\$ 8,000.00	\$8,000.00	
Delivery	Delivery of CSA Shares to the 5 sites x 20 weeks = 100	100	\$ 25.00	\$2,500.00	
Delivery	Recipe/Take Home Lessons with Produce Shares/Farm Communication translations (up to 4 languages) - 60	100	25.00	32,300.00	
Printouts in CSA Boxes	shares/week x 20 weeks = 1,200 shares/year. 5 pages per share every week = 6,000 pages.	6,000	\$ 0.25	\$1,500.00	
	Program materials to support garden, farm, food, nutrition lessons including food scales, pickling and	_			
Program Materials	preserving supplies, composting supplies, arts/craft type supplies, pots/pans, etc.	1	\$ 1,600.00	\$1,600.00	
Take Home Program Materi	Academy 360. 72 classes plus 36 program days = 108 "classes", 100 pages per occurance = 10,800 pages.	10,800	\$ 0.25	\$2,700.00	
Garden Experiential	Fruit trees, plant starts, seeds, seedlings, amedments, raised bed materials, irrigation supplies to support ECE				
Educational Materials	garden cohort - 4 sites x \$1,000 per site	4	\$ 1,000.00	\$4,000.00	
Camp Ekar	Camp Ekar for Hope Kids (2 weeks, 15 kids each week) - includes programming materials, facility maintenance, utilites	30	\$ 350.00	\$10,500.00	
Transportation for Hope	Transportation for Hope Communities Kids to Ekar for Camp (2 weeks) - covers the cost of bus rental and				
Communities	driver at 5 days each week for a total of 10 days. \$100/day x 10 days.	10	\$ 100.00	\$1,000.00	
Information Communications	WIC/SNAP information sessions at produce pick ups and written communications at all 5 sites. 120 sessions; ~60 pages of information at each session; 120 x 60 = 7,200	7,200	\$ 0.25	\$1,800.00	
	iPad device with application that allows access to 140+ languages. Includes 3 years of licensing - this item	,			
Instant Language Assistant	allows live language translation services - only need to purchase equipment and license in year 1.	1	\$ 2,499.00	\$2,499.00	
The Interpreter Network by The Spring Institute	languages at Hope Communities 4 sites. Translation costs are \$0.24 - \$0.40 per word (\$0.32/word average). 6,250 words x .32 = \$2,000.	6,250	\$ 0.32	\$2,000.00	
The Spring institute	0,230 W0103 X .32 = 32,000.	0,230	Total Operating Expenses		
				\$43,699.00	•
	Salary Employees				
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
	Description of Work This statter creates and supervises the execution of the crop plan, trains and supervises farm workers and volunteers, and ensures nutrient dense, organic produce is available for all projects, camps, and the CSA food		, , ,		
Farm Manager	distribution program. The Farm Manager is also responsible for food saftey, post, coordinating program. This staffer creates, executes, and/or supervises the execution of the programs, coordinating program.	50%	\$ 63,000.00	\$31,500.00	
Community Outreach and	scheduling, developing curriculum, marketing and budgets. They teach and lead programs both on the farm				
Programs Manager	and off-site. This staffer is also responsible for surveying, collecting feedback, and general community Supervises the Farm and Program Managers, approving workplans and ensuring Ekar's values are embodied	50%	\$ 63,000.00	\$31,500.00	
	in all programs. Assists with on-farm growing, curriculum development and implementation, and with data		1		
Executive Director	collection/program efficacy monitoring.	15%	\$ 83,000.00	\$12,450.00	
Hourly Employees				Total Amount Requested from Healthy	
Position Title	Description of Work  Three part-time seasonal hires for 270 hours of work in the growing season (March - November). Prepares	Hours	Hourly Rate	Food for Denver's Kids Initiative	Total Spent
Community Farmer	soil for growing, plants by direct seed and transplants, culitvates, irrigates, harvests, and washes/packs. 270	810.00	\$ 20.00	\$16,200.00	
Program Coordinator	The program coordinator will support the Community Outreach and Programs Manager, coordinating program schedule and supplies, hosting Camp Ekar for Hope Communities, assist with printing materials, and	780	\$ 23.00	\$17,940.00	
Hope Communities Volunteer Coordinator	The VC schedules volunteers for shirts on site during the bi-weekly food distribution to answer set up food for easy selction by our clients, to answer questions about food options, and to ensure even distribution to all	52	\$ 21.00	\$1,092.00	
Hope Communities	This position signs in all guests at bi-weekly food distribution at Hidden Brook and gathers information about			\$1,586.00	
Manager, Programs and Hope Communities	the total number of people in each household. When they become aware of youth in a household that are This position signs in all guests at bi-weekly food distribution at The Gardens and gathers information about	52	\$ 30.50		
Manager, Youth Programs Hope Communities	the total number of people in each household. When they become aware of youth in a household that are This position ensures timely and accurate data collection across all programs, coordinates analysis and	52	\$ 29.71	\$1,544.92	
Director of Programs and	evaluation efforts.	19	\$ 40.38 Total Personnel Services	\$767.22	
			Total reisonner services	\$114,580.14	
	Other Misc				
				Total Amount Requested from Healthy	
Item	Description This truck, van, and/or trailer is for the delivery of the produce from the Ekar farm site to the 5 locations that	Quantity	Per Item Cost	Food for Denver's Kids Initiative	Total Spent
Delivery Matrick	will be receiving produce. Currently, staff is using their own cars to deliver which Ekar must reimburse for. A				
Delivery Vehicle	refrigerated truck will increase delivery efficency and produce quality. This is a one time cost only in year 1 of  \$2,500/vear as quoted from the Harford Insurance to cover 3 drivers (all fulltime staff members), oil chances	1	\$ 18,000.00	\$18,000.00	
			i .		

Subcontractors

\$23,000.00

			1		i e
	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
	A professional to assist in developing and hosting listening sessions, develop SOPs for best practices in				
	communications, and to develop incentive programs and methodology to assist with data collection - 80				
Regan Byrd	hours per year	80	\$ 80.00	\$6,400.00	
	Creates recipies based on seasonally availabe produce for our CSA boxes and our classes/lessons. Works with				
	nutritionist to calculate overall nutritional facts for each recipe. 90 hours per year.	90	\$ 45.00	\$4,050.00	
	This contractor will work with the Community Outreach and Programs Manager to develop nutrition-based				
	curriculum, host workshops, assist with WIC/SNAP communications, and will work with the Executive		l		
1/Organization to be Determ	Director to refine/develop a nutrient calculator to better understand the impact of our hunger relief and food	100	\$ 50.00	\$5,000.00	
			Total Personnel Services		
				\$15,450.00	
		TOTAL DIRECT COSTS	(Supplies & Operating, Personnel, Other)	\$265,479.14	
	Indirect				
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for in	direct costs or the organization's	federally negotiated rate, based on the total		
ndirect rate (if applicable):	contract budget.		. = .,	\$26,547.91	
,,	can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, common time of the common staff for data + evaluation, common staf	nunity engagement: compensating	g community members to surveys or focus		
valuation	groups, hiring your own external evaluation contractor, data/evaluation software,	attending conferences/PD for eva	luation learning)	\$26,547.91	
			TOTAL INDIRECT COSTS	\$26,547.91	
		·	Total	Expense for this Invoice	s -

Billing Summary	
Total Contract Amount	\$318,574.97
Total Spent with Documentation	
Rudget Amount Pemaining	\$ 318 574 97

This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.

This grantee agrees that, to the best of their ability, preferentialy procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.

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

Print Name, Title Date

		DETA	ILED BACKUP INFORMATION			
			Food and Supplies			
Line Item Name from Budget Template	Item	Description of Item	Quantity	Per Item Cost	TOTAL	Receipt Included? Y/N
Food and Supplies	Annies	food box items	74	N/A (Came in a box with multiple items	\$ 500.00	v