#### AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **ViVe**, a Colorado corporation, whose address is 1620 East 36<sup>th</sup> Avenue, Denver, Colorado 80205 (the "Contractor"), jointly ("the Parties").

The Parties agree as follows:

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

#### 2. SERVICES TO BE PERFORMED:

- a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A,
   Scope of Work, to the City's satisfaction.
- **b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.
- c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 3. <u>TERM</u>: The Agreement will commence on **August 1, 2023**, and will expire on **December 31, 2025** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

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

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

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

#### d. Maximum Contract Amount:

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed TWO MILLION NINE HUNDRED ONE THOUSAND SEVENTY-NINE DOLLARS AND NO CENTS (\$2,901,079.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.
- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- 5. <u>STATUS OF CONTRACTOR</u>: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

#### 6. TERMINATION:

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

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, 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 Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

#### 9. INSURANCE:

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

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

- c. <u>Additional Insureds</u>: For Commercial General Liability, Personal Automobile Insurance, Cyber, and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured
- **d.** <u>Waiver of Subrogation</u>: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- e. <u>Subcontractors and Subconsultants</u>: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. <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.
- 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 this 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.

i. <u>Cyber Liability</u>: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

#### 10. DEFENSE AND INDEMNIFICATION:

- a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- **b.** Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- **d.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- **e.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.
- 13. <u>INUREMENT</u>: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- **15. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

#### 17. CONFLICT OF INTEREST:

- a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- **18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee 101 W. Colfax Avenue, Suite 800 Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office 1437 Bannock St., Room 353 Denver, Colorado 80202 Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 19. <u>DISPUTES</u>: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.
- 20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- **22.** <u>COMPLIANCE WITH ALL LAWS</u>: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- **23. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed

or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. 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.
- 31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other

modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

#### **Exhibit List**

Exhibit A – Scope of Work.

Exhibit B – Budget.

**Exhibit C** – Certificate of Insurance.

**Exhibit D** – Timeline.

**Exhibit E** – Reimbursement Invoice Form.

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**Contract Control Number:** 

<b>Contractor Name:</b>	VIVE
IN WITNESS WHEREOF, the part Denver, Colorado as of:	ies 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 I	
By:	By:
	By:

ENVHL-202368714-00

# Contract Control Number: Contractor Name:

# ENVHL-202368714-00 VIVE

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# EXHIBIT A SCOPE OF WORK

#### I. Purpose of Agreement

A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and Vive Wellness (the "Grantee"). Vive Wellness has been awarded \$2,901,079.00 in Healthy Food for Denver's Kids funds for the grant term of August 01, 2023-December 31, 2025. The grantee shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, Healthy Food for Denver's Kids Initiative using best practices and other methods for fostering a sense of collaboration and communication.

#### II. Program Services and Descriptions

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

# <u>Priority Area 1. Nutritious Food Access and Security</u> SustainEd and TUF Food Production

Service Model: Expansion of current grant activities; Year-round during growing season supported by a mix of paid SustainEd and TUF staff and volunteers.

Culturally Responsive Approach: In previous years, TUF has grown specific varieties of corn, peppers, herbs, and more, directly informed by VIVE community's feedback and input. TUF's crop plan (i.e., the vegetables & varieties of produce grown for distribution) will continue to be informed by preferences of the end recipients to ensure it is culturally responsive. SustainEd Farms will also follow this approach when deciding what fruits and vegetables to plan in the school gardens.

VIVE partners SustainEd and TUF will expand access to locally grown produce through TUF's urban farm and the school gardens maintained by SustainEd. Current partner TUF has committed to growing and providing 7,500 pounds to VIVE's families through their no cost to food delivery model. VIVE will engage new partner SustainEd Farms, to deepen our relationships with partner schools in the neighborhoods where VIVE already provides programming. HFDK grant funding would allow us to provide more programming and summer maintenance of the following school gardens: Whittier (Bruce Randolph, Manual), Park Hill (McAuliffe), and Westwood (Eagleton). Food grown on these partner school garden sites, as well as VIVE's garden site in Globeville, will be harvested weekly throughout the growing season and added to VIVE's food distribution bags. Additionally, this grant would allow us to support VIVE's afterschool, summer, and community programming through hands-on experiential instruction in neighborhood gardens.

#### **VIVE Food Box Delivery**



#### **SCOPE OF WORK**

Service Model: Expansion of current grant activities; Year-round weekly delivery of food bags/boxes to children and their families supported by paid VIVE staff.

Culturally Responsive Approach: VIVE regularly connects with families to identify their food preferences for the food bags/boxes. During the community listening session, families shared their favorite foods and appreciated that Vive is able to tailor items based on family preferences.

VIVE will continue to procure food, assemble food bags/boxes, and deliver these culturally responsive food bags/box to children and youth (from early childhood through 12th grade) that are food insecure in Denver's low-income neighborhoods of Cole, Montbello, Swansea, Globeville, Ruby Hill and Westwood, where VIVE has historically offered programming. Vive will serve 1,500 children and their families by distributing a total of 3,000 monthly healthy food bags/boxes so that each family receives two deliveries each month. Vive have a communications system in place so that families are alerted when to expect deliveries and they are able to change delivery location and tailor items in their food bags/boxes (e.g., replacing regular milk with almond milk). VIVE food bags/boxes typically include fresh fruits and vegetables, eggs, milk, protein, legumes, whole grains, and tortillas.

### **VIVE Serving Healthy Meals and Snacks**

Service Model: Expansion of current grant activities; Year-round serving of healthy meals and snacks supported by paid VIVE staff.

Culturally Responsive Approach: VIVE's staff will make efforts to source from local producers to prepare the snacks and meals. They will get feedback from children, youth, and families to ensure they are receiving healthy foods that are culturally responsive and well received.

Vive will provide healthy and cultural appropriate snacks to all OST school and summer program participants. Vive will serve 2,500 children at VIVE and across 6 programming sites (Montbello Recreation Center, Maxwell Middle School, Glenarm Recreation Center, Westwood Park, Mestizo-Curtis Park, Swansea/Globeville Park). Vive will distribute an estimated 1,800 snacks each month during the school year and 3,150 snacks during the summer months. For students attending Garden Place Academy (Globeville), they are released early every Thursday, so Vive will provide these 15 children with lunch and snacks during the school year.

In addition to providing snacks to children participating in the physical activity and food education programming, VIVE will continue a day school for 5-year old's that are unable to qualify for kindergarten and currently accommodating approximately 25 additional children on a daily basis during the school day by offering educational programming for migrant children as they continue to settle in Denver. Vive has just been awarded funds from the State of Colorado to support resettlement for migrant families recently arrived from Latin America (e.g., Venezuela, Colombia, Ecuador) and



#### **SCOPE OF WORK**

requesting asylee status. Vive is providing several meals (breakfast, lunch, snacks) while they're in our care.

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

Service Model: New grant activities; Year-round SNAP outreach, enrollment, and recertifications supported by paid VIVE's promotora with support from HFC.

Culturally Responsive Approach: A key strength of HFC's SNAP PEAS Program is that they partner with local organizations that know their communities best and are trusted by community members. HFC provides training and materials in both English and Spanish and contracts with a language justice organization that can provide translation services in many more languages as needed. HFC also develops outreach materials and trains SNAP PEAS partners to be responsive to the specific needs of communities, such as including information about public charge or how to submit applications for mixed-status immigrant families.

New for the next funding cycle will be a focus on supporting SNAP enrollment. VIVE staff will participate in a SNAP PEAS training and will be hiring a part-time bilingual promotora (already identified) that has extensive experiences in working specifically with immigrant and the Latino community. Various VIVE staff (e.g., HFDK Program Coordinator, Early Childhood Coordinator) will refer potentially eligible families to the promotora, who will receive training and ongoing technical assistance from partner Hunger free Colorado to outreach and enroll new families on SNAP; as well as recertifying current SNAP participants and updating contact and eligibility information (e.g., address, employment, income).

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

Service Model: Expansion of current grant activities; Year-round educational activities provided by paid staff at Metro Caring, SustainEd Farms, and TUF
Culturally Responsive Approach: The educational programming offered at TUF and
SustainEd Farms will be tailored and provided by bilingual instructors (English & Spanish) or with the assistance of an interpreter to ensure language justice. The Farmto-table nutrition/cooking classes offered by TUF will prioritize culturally appropriate recipes and leverage the opportunity to celebrate and teach cultural diversity through food-based programming (e.g., incorporate traditional recipes/preparation methods, highlighting holidays with events and programs). SustainEd will work with students, teachers, and community members to build out curriculum and programming that best fits the needs and vision of each individual school. This approach involves hearing input from the school community about what specific crops to plant so that students can grow and harvest familiar foods. Metro Caring will also focus on preparing culturally responsive recipes for their cooking classes.

Partners SustainEd and Metro Caring will support expanded nutrition education. SustainEd will use a culturally appropriate gardening education curriculum to teach



#### **SCOPE OF WORK**

children and youth how to plant, maintain, and harvest. This will be offered to all students participating in VIVE's OST programing during the school year and summer, totaling 3,000 students. Through a partnership with Metro Caring, this partnership will offer "Kidz in the Kitchen" program in Spanish, which is an opportunity for hands-on education in nutrition, cooking, home economics, kitchen gardening, and healthy eating. The program offers a community-initiated gathering with healthy food and intergenerational learning at its center. There will be at least 2 cohorts (each 8 weeks long) offered through the year.

#### B. The following partners will be instrumental in the success of this grant:

VIVE is thrilled to establish partnerships with several community-driven and mission aligned organizations that are serving low-income families living in the same geographic neighborhoods in Denver.

#### **History of working together:**

VIVE has a history of working with all partners except for SustainEd Farms, which represents a new relationship. Vive has navigated these partnerships well and have managed to develop successful relationships that are positive, efficient, and collaborative. VIVE's HFDK Coordinator will serve as the point of contact for all partners and will be proactive in terms of managing any issues and identifying potential pitfalls. Vive will set up monthly meetings though we have learned to be in constant communication in the field and out of the field, and pivot and adjust when necessary. Vive looks forward to bringing our new partner, SustainEd Farms, into the fold. They believe this partnerships is the key to increasing the reach and delivering more efficient programs. In working with Vive's current partners on HFDK over the last 3 years, VIVE has procured, assembled, and delivered 78,000 health food bags/box, distributed 36,900 healthy snacks, offered 32 family-based culturally responsive nutrition education workshops to the Hispanic community.

VIVE will continue to deliver food bags/boxes to families living in the Denver neighborhoods of Cole, Elyria-Swansea, Globeville, Montbello, Ruby Hill and Westwood; will distribute snacks/meals to children and youth participating in their OST after school and during the summer; connect children and youth to educational opportunities; and begin to support SNAP enrollment. Below, Vive describes the specific partnership roles and how these activities:

TUF strives to provide the opportunity for urban youth to engage and participate in local food and agricultural systems by removing the barriers to entry. TUF delivers experiential programs in organic gardening, environmental education, and food security that provide practical and behavioral life skills for youth and young adults in Denver. Through this work, TUF's aspiration is to foster compassion and resilience in people and inspire them to build sustainable, healthy, and equitable communities. TUF will produce & distribute approximately 7,500 pounds of produce via hydroponic & soil-based operations for VIVE families receiving food bags/boxes. They will also host Farm-to-table gardening and nutrition classes for VIVE youth & their families.



## **SCOPE OF WORK**

SustainEd Farms is built on sustainable farming practices, equal access to knowledge and resources, rigorous experiential instruction, and community engagement. They are a small non-profit, with 5 year-round and 5 seasonal staff members. They manage gardens on 30 Denver Public School (DPS) campuses, ranging from ECE-12, as well as 3 Sewall Child Development Centers. They use a community-based approach when working with all of our partner school sites, rejecting the use of a "canned" or one-size-fits-all curriculum. Their approach to food justice means not only ensuring that students – especially those in low food access areas – are able to obtain fresh, healthy, culturally-relevant foods, but are also provided with access to education about growing food. SustainEd Farms will maintain and harvest school gardens at sites: Bruce Randolph, Manual, McAuliffe, Eagleton – and also support maintenance of VIVE's garden in Globeville. They will also offer programming at these sites tailored to each school population and will host community/school planting days.

Metro Caring's mission is to work with our community to meet people's immediate need for nutritious and culturally relevant food while building a movement to address the root causes of hunger. Metro Caring brings five decades that we have been distributing food to our community we have seen families grow increasingly reliant on food from our free Fresh Foods Market for years just to make ends meet. VIVE has built a partnership with Metro caring over the last 3 years, as Metro Caring would supply fresh produce if available. Metro Caring will provide staples for VIVE's food distribution efforts and will host the cooking classes "Kidz in the Kitchen" for VIVE families through a bilingual class at their facilities.

Hunger Free Colorado supports SNAP enrollment by providing SNAP PEAS training to community organizations. They are conducting the SNAP PEAS training for VIVE's staff (including the promotora to be hired) and support with intensive technical assistance and training to increase family participation in SNAP.

#### **III.** Program Locations:

The Grantee will serve the following neighborhoods;

Clayton, Cole, Elyria Swansea, Five Points, Globeville, Green Valley Ranch, Montbello, Valverde, Westwood, Whittier

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

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



#### **SCOPE OF WORK**

grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

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

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

#### IV. Performance Management and Reporting

#### A. Performance Management

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

The Grantee will be reviewed for:

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

#### **B.** Reporting

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



## **SCOPE OF WORK**

The table below summarizes reporting activity and due dates. The dates are subject to change, and/or frequency of the reporting may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of	February 1-15, 2024	Submitted through the Reporting Form
Report 2 (12 month/ann ual)	successes and challenges.  Demographic description of population served. Progress on process and outcome measures and learning questions  Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2024	Submitted through the Reporting Form
Report 3 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2025	Submitted through the Reporting Form
Report 4 (12 month/ann ual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2025	Submitted through the Reporting Form
Report 5 (5 months extra)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional	By January 15, 2026	Submitted through the Reporting Form



#### **SCOPE OF WORK**

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

#### C. Evaluation Support

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

#### II. Budget

A. Budget

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

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

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



#### **SCOPE OF WORK**

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

#### III. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

#### IV. Invoice

A. Invoice

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

#### V. Payments

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

#### VI. General Grant Requirements

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

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

#### Additionally, programs must:



#### **SCOPE OF WORK**

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

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

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

#### VII. Other

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

Additional document requirements that may be requested for this contract:

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

	Healthy Food for Denver's Kids Progr	am Budget		
Organization Name	ViVe			
Term	Year 1 (8/1/23 - 12/31/23)	1		
Request for Proposal Name	Comiendo Saludable			
	Budget Categories			
	Food and Supplies			
l <b>tem</b> Eggs & Milk	Description of Item  Milk, Butter, Eggs, cheese	Quantity 5602	Per Item Cost \$5.69	Total Amount Requested from Healthy Food for Denver's Kids Initiative \$31,890.00
Dry Goods	Beans, Rice, Pasta, Whloe grain Bread, Tortillas	6250		\$20,484.38
Meat	Beef, Chicken, Fish	8542		\$58,445.85
Produce	Assorted Fruits & Vegetables	24167		\$62,531.25
Ice	Ice for Coolers during delivery	146		\$251.56
Infant Supplies	Formula / Baby Food	689		\$14,850.00
	Political Party 1000		ood and Supplies	
	Program Operating Expenses	Total To	July 20 Philes	7100,433.04
	Trogram operating Expenses			
ltem	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Truck rental - refrig / Uhaul / gas	rental of van, gas, mileage	15	\$ 700.00	\$10,500.00
	Monthly cost for Supplies including delivery bags,		,	+==/=====
Supplies	paper & ink, coolers	5	\$ 100.00	\$500.00
Storage and Office	Storage for dry goods	5	\$ 200.00	\$1,000.00
	Garden seeds, food preservation - community garden			, , , , , , , , , ,
Garden Supplies	plot & suppplies	2	\$ 200.00	\$400.00
Blenders	Distributed to families for home prep of baby food	20	\$ 50.00	\$1,000.00
Refridgerator Van	Mobile unit for procuring & distribution of pershible items	1	\$ 85,500.00	\$85,500.00
Van Registration / Insurance	items	1	\$ 5,000.00	\$5,000.00
van Registration / msarance	Subcontract with Metro Caring to provide family	_	3,000.00	73,000.00
Kidz in the Kitchen	education & cooking program	5	\$ 1,000.00	\$5,000.00
Garden Education Programming	Subcontract with SustainED Farms	5	\$ 5,166.67	\$25,833.35
	subsonctractor for Frehs produce/Farm based		7 3,2333	Ÿ23,033.33
The Urban Farm	education	5	\$6,968.75	\$34,843.75
			erating Expenses	\$169,577.10
		Total opt	Expenses	7105,577.10
Salary Employees				
calary Employees			l	T-4-1 A · · · · ·
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
	Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with			
Vive Exec Director	partners	25%	\$ 29,583.33	\$7,395.83
Hourly Employees				

					Total Amount Requested from Healthy Food for		
Position Title	Description of Work	Hours	Hou	urly Rate	Denver's Kids Initiative		
1 Ostalon Trac	Description of Work	Hours	1100	arry reacc	maarve		
	Coordinate food pick up and delivery; identify family to						
	receive goods; track items distributed,Coordiante all of the						
	kids deliveries, partnerships to pick ups the foods, set up						
	deliveries, help with deliveries, work with partenrs,						
	schedule participants for nutritin and cooking classses						
HFKD ProgramCoordinator -	(1 FTE - 40 hrs)	867	\$	26.00	\$22,533.33		
	Coordinate food pick up and delivery; identify family to receive goods; track items distributed, Coordiante all of the						
	kids deliveries, partnerships to pick ups the foods, set up						
	deliveries, help with deliveries, survey, meet with partners						
Early Childhood Coordinator	(1 FTE = 40 Hours)	645.83	\$	22.00	\$14,208.33		
Early Ciliumood Coordinator	Meet and assist partners, schedule participatns, work	043.83	٦	22.00	\$14,206.55		
Garden Coordinator	together with partners for the programs	109	\$	22.00	\$2,398.00		
Garden Coordinator	Deliver, aquire food, package, bag them, drive to pick up	103	٦	22.00	\$2,396.00		
	all, complete surveys with participants						
Food Delivery Team - Youth Program	(4 Staff at 32 hrs/week)	2688	\$	20.00	¢E2 760 00		
Food Delivery Team - Touth Frogram	Deliver, aquire food, package, bag them, drive to pick up	2000	٦	20.00	\$53,760.00		
	all, complete surveys with participants						
Food Delivery Team - Early Childhold	(2.75 FTE = 3 staff x 32 hrs)	2016	\$	20.00	\$40,320.00		
Flood Delivery Team - Early Childhold	prep & deliver healthy snacks to youth and coordiante with	2010	٦	20.00	\$40,320.00		
Snack Prep Coordinator	coordiantor (1 FTE)	867	\$	20.00	\$17,333.33		
Shack Trep coordinator	prep & deliver healthy snacks to youth and coordiante with	007	+	20.00	717,333.33		
Snack Prep Assistant	coordiantor (.25 FTE)	216	\$	20.00	\$4,320.00		
Shadik i i op i issistant	Coordinator to assist reciepients with applying for benefits	210	+ -	20.00	ψ+,320.00		
SNAP Coordinator	(.25 FTE)	216	\$	22.00	\$4,752.00		
			1 7		\$167,020.83		
	Other / Miscellaneous				Ψ=07/0=0.00		
					Total Amount		
					Requested from		
					Healthy Food for		
					Denver's Kids		
ltem	Description	Quantity	Per	Item Cost	Initiative		
					\$0.00		
					\$0.00		
					\$0.00		
			1		\$0.00		
			Т	otal Other	\$0.00		
	TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						
	Indirect	~ operating, it		o., other)	\$525,050.98		
	The section of the se				Total Amount		
ltem Description							
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy	places a ten perce	ent (10%	6) cap on	Initiative \$52,503.54		
( app).				CT COSTS	\$52,503.54		
	TOTAL ANADUMT						
TOTAL AMOUNT REQUESTED FROM HFDK							

Norganization Name		Harlib Fard Carpara & Wilana	D. david		
Request for Proposal Name		Healthy Food for Denver's Kids Progr	am Budget		
Request for Proposal Name	Organization Name				
Budget Categories   Food and Supplies   Food and Supplies   Total Amount Requested from Healthy Food for Denver's Kids Initiative   Per Item Cost   Per Item	Term	Year 2 (1/2024 - 12/2024)			
Total Amount   Requested from   Reques	Request for Proposal Name	Comiendo Saludable			
Post   Per   Item   Per   Ite		Budget Categories	•		
Requested from   Perither Cost   Perither Cost					
Degree   Beans, Rice, Pasta, whole Grain Bread, Tortillas   10679   \$3.28   \$35,000.00			-		Requested from Healthy Food for Denver's Kids Initiative
Meat   Reef, Chicken, Fish   20460   \$6.84   \$140,000.00   Produce   Assorded Fruits & Vegetables   \$8010   \$22.59   \$150,100.00   \$150,100.				· ·	
Produce					
Ice     Ice   I		· · · · · · · · · · · · · · · · · · ·			
Infant Supplies		ē			
Program Operating Expenses		•			
Program Operating Expenses	Infant Supplies	Formula / Baby Food		·	
Total Amount Requested from Per Item Cost   Registration & Insurance 2 vans   Subcontract with Metro Caring to provide family education Programming   Subcontract with SustainED Farms   Subsonctractor for Frehs produce/Farm based education   Position Title   Description of Work   Percent of Time   Salary + Fringe   Benefits   Salary + Fringe   Salary + Salary			Total Fo	od and Supplies	\$401,100.00
Requested from Healthy Food for Denver's Kids Initiative   Per Item Cost		Program Operating Expenses	1	Ī	T
Truck rental - refrig / Uhaul / gas					Requested from Healthy Food for Denver's Kids
Monthly cost for Supplies including delivery bags, paper & ink, coolers   12 \$ 100.00 \$1,200.0		<u>-</u>	-		
Supplies	Truck rental - refrig / Uhaul / gas		36	\$ 700.00	\$25,200.00
Storage and Office  Storage for dry goods  Garden seeds, food preservation - community garden plot & suppplies  Distributed to families for home prep of baby food  Mobile unit for distribution of pershible items (2nd Van)  Van Registration / Insurance  Registration & Insurance 2 vans Subcontract with Metro Caring to provide family education & cooking program  Garden Education Programming  Position Title  Description of Work  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  2 \$ 71,000.00  \$2,400.00 \$2,400	G I		4.0	40000	4
Garden Supplies plot & suppplies plot & suppplies   5					
Garden Supplies plot & suppplies 5 \$ 200.00 \$1,000.00 Blenders Distributed to families for home prep of baby food 180 \$ 50.00 \$9,000.00 Mobile unit for distribution of pershible items (2nd Van) 1 \$ 85,500.00 \$85,500.00 Van Registration / Insurance Registration & Insurance 2 vans 2 \$ 5,000.00 \$10,000.00 Subcontract with Metro Caring to provide family education & cooking program 12 \$ 1,000.00 \$12,000.00 Garden Education Programming Subcontract with SustainED Farms 12 \$ 5,416.67 \$65,000.04 Subsonctractor for Frehs produce/Farm based education education # 56,968.75 \$83,625.00 Total Operating Expenses \$294,925.04 Salary Employees    Position Title   Description of Work   Percent of Time   Benefits   Total Amount Requested from Healthy Food for Denver's Kids Initiative	Storage and Office		12	\$ 200.00	\$2,400.00
Blenders Distributed to families for home prep of baby food Mobile unit for distribution of pershible items (2nd Van) 1 \$ 85,500.00 \$85,500.00 Van Registration / Insurance Registration & Insurance 2 vans 2 \$ 5,000.00 \$10,000.00 Subcontract with Metro Caring to provide family education & cooking program 12 \$ 1,000.00 \$12,000.00 Garden Education Programming Subcontract with SustainED Farms 12 \$ 5,416.67 \$65,000.04 Subsonctractor for Frehs produce/Farm based education education education education by Subsonctractor for Frehs produce/Farm based education	Garden Sunnlies		5	\$ 200.00	\$1,000,00
Mobile unit for distribution of pershible items (2nd Van)	= =				
Refridgerator Van Van) 1 \$ 85,500.00 \$85,500.00 Van Registration / Insurance Registration & Insurance 2 vans 2 \$ 5,000.00 \$10,000.00 Subcontract with Metro Caring to provide family education & cooking program 12 \$ 1,000.00 \$12,000.00 Garden Education Programming Subcontract with SustainED Farms 12 \$ 5,416.67 \$65,000.04 Subsonctractor for Frehs produce/Farm based education 4 2 \$ 6,968.75 \$83,625.00 \$10,000.00 \$10,00	Dienaers .	· _ ·	100	ÿ 30.00	\$5,000.00
Van Registration / Insurance Registration & Insurance 2 vans Subcontract with Metro Caring to provide family education & cooking program 12 \$ 1,000.00 \$12,000.00 Garden Education Programming Subcontract with SustainED Farms 12 \$ 5,416.67 \$65,000.04  The Urban Farm Subcontract of Frehs produce/Farm based education Total Operating Expenses  Salary Employees  Salary Employees  Position Title Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  2 \$ 5,000.00 \$11,000.00  \$ \$10,000.00  \$ \$10,000.00  \$ \$12,000	Refridgerator Van		1	\$ 85,500,00	\$85 500 00
Subcontract with Metro Caring to provide family education & cooking program  Subcontract with SustainED Farms  Subcontract with SustainED Farms  12 \$ 1,000.00 \$ 12,000.00  Subsonctract with SustainED Farms  12 \$ 5,416.67 \$ 65,000.04  Subsonctractor for Frehs produce/Farm based education  Total Operating Expenses  Salary Employees  Salary Employees  Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25% \$ 71,000.00 \$ 17,750.00		,			
Kidz in the Kitchen education & cooking program  Garden Education Programming  Subcontract with SustainED Farms  12 \$ 1,000.00 \$12,000.00  subsonctractor for Frehs produce/Farm based education  The Urban Farm  Subcontractor for Frehs produce/Farm based education  Total Operating Expenses  \$294,925.04  Salary Employees  Salary Fringe Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25%  \$71,000.00 \$12,000.00  \$12,000.00	van Registration / mourance			3,000.00	\$10,000.00
Garden Education Programming Subcontract with SustainED Farms 12 \$ 5,416.67 \$65,000.04  subsonctractor for Frehs produce/Farm based education 12 \$6,968.75 \$83,625.00  Total Operating Expenses \$294,925.04  Salary Employees  Salary Fringe Position Title Description of Work Percent of Time Benefits Initiative  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners 25% \$ 71,000.00 \$17,750.00	Kidz in the Kitchen		12	\$ 1,000,00	\$12,000,00
subsonctractor for Frehs produce/Farm based education  12 \$6,968.75 \$83,625.00  Total Operating Expenses \$294,925.04  Salary Employees  Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25% \$71,000.00 \$17,750.00					
Salary Employees  Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25%  \$ 71,000.00 \$17,750.00	The Urban Farm	*	12	\$6,968.75	
Position Title  Description of Work  Percent of Time  Percent of Time  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25%  \$ 71,000.00 \$17,750.00			Total Ope	erating Expenses	\$294,925.04
Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25%  \$ 71,000.00 \$ 17,750.00					
Position Title  Description of Work  Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners  25%  \$ 71,000.00 \$ 17,750.00	Salary Employees				
Vive Exec Director coordinator early childhood services, meet with partners 25% \$ 71,000.00 \$17,750.00	, ,	=	Percent of Time		Requested from Healthy Food for Denver's Kids
	Vive Exec Director		25%	\$ 71,000,00	\$17 750 00
Hourly Employees	THE DACE DIRECTOR	200. dimento curi y cintumoru servicos, meet with partiers	2570	7 71,000.00	717,730.00
Hourly Employees		+			
······································	Hourly Employees	<u> </u>			

				Total Amount Requested from Healthy Food for		
				Denver's Kids		
Position Title	Description of Work	Hours	Hourly Rate	Initiative		
	Coordinate food pick up and delivery; identify family to receive goods; track items distributed, Coordiante all of the kids deliveries, partnerships to pick ups the foods, set up deliveries, help with deliveries, work with partenrs, schedule participants for nutritin and cooking classses	2000	4 25.00	454,000,00		
HFKD ProgramCoordinator -	(1 FTE - 40 hrs)	2080	\$ 26.00	\$54,080.00		
	Coordinate food pick up and delivery; identify family to receive goods; track items distributed, Coordiante all of the kids deliveries, partnerships to pick ups the foods, set up deliveries, help with deliveries, survey, meet with partners			40		
Early Childhood Coordinator	(1 FTE = 40 Hours)  Meet and assist partners, schedule participatns, work	1550	\$ 22.00	\$34,100.00		
Garden Coordinator	together with partners for the programs	420	\$ 22.00	\$9,240.00		
Food Delivery Team - Youth Program	Deliver, aquire food, package, bag them, drive to pick up all, complete surveys with participants (4 Staff at 32 hrs/week)	6400	\$ 20.00	\$128,000.00		
Toda Benvery ream Todan Trogram	Deliver, aquire food, package, bag them, drive to pick up	0400	20.00	\$120,000.00		
Food Delivery Team - Early Childhold	all, complete surveys with participants (2.75 FTE = 3 staff x 32 hrs)	4800	\$ 20.00	\$96,000.00		
Snack Prep Coordinator	prep & deliver healthy snacks to youth and coordiante with coordiantor (1 FTE)	2080	\$ 20.00	\$41,600.00		
Snack Prep Assistant	prep & deliver healthy snacks to youth and coordiante with coordiantor (.25 FTE)	520	\$ 20.00	\$10,400.00		
SNAP Coordinator	Coordinator to assist reciepients with applying for benefits (.5 FTE)	520	\$ 22.00	\$11,440.00		
				\$402,610.00		
	Other / Miscellaneous					
				Total Amount Requested from Healthy Food for Denver's Kids		
<u>Item</u>	Description	Quantity	Per Item Cost	Initiative \$0.00		
			1	\$0.00		
			1	\$0.00		
				\$0.00		
			Total Other	\$0.00		
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						
	Indirect					
Item Indirect rate (if applicable):	Description Indirect Costs: Healthy Food for Denver's Kids policy	nlaces a ten nerce	ant (10%) can on	Initiative \$109,866.20		
manect rate (ii applicable).		TOTAL IN	IDIRECT COSTS	\$109,866.20 \$109,866.20		
	TOTAL AMOUNT	REQUESTED	FROM HFDK	\$1,208,501.24		

	Healthy Food for Denver's Kids Pro	gram Budget		
Organization Name	ViVe			
Term	Year 2 (1/2025 - 12/2025)			
Request for Proposal Name	COMIENDO SALUDABLE			
	Budget Categories			
	Food and Supplies			
ltem	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Eggs & Milk	Milk, Butter, Eggs, cheese	8783	\$5.69	\$50,000.00
Dry Goods	Beans, Rice, Pasta, whole Grain Bread, Tortillas	10679	\$3.28	\$35,000.00
Meat	Beef, Chicken, Fish	20460	\$6.84	\$140,000.00
Produce	Assorted Fruits & Vegetables	58010	·	\$150,100.00
Ice	Ice for Coolers during delivery	580		\$1,000.00
Infant Supplies	Formula / Baby Food	1159		\$25,000.00
	Tomain, Buo, 1000		od and Supplies	\$401,100.00
	Program Operating Expense		ош ини опрриос	\$401,100.00
ltem	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Truck rental - refrig / Uhaul / gas	rental of van , gas, mileage	36	\$ 700.00	\$25,200.00
Truck rental - rening / Onaur / gas	Monthly cost for Supplies including delivery bags,	30	7 700.00	\$25,200.00
Supplies	paper & ink, coolers	12	\$ 100.00	\$1,200.00
Storage and Office	Storage for dry goods	12	\$ 200.00	\$2,400.00
	plot & suppplies	5	\$ 200.00	
Garden Supplies				\$1,000.00
Blenders	Distributed to families for home prep of baby food	180	\$ 50.00	\$9,000.00
Van Registration / Insurance		2	\$ 5,000.00	\$10,000.00
Kidz in the Kitchen	education & cooking program	12	\$ 1,000.00	\$12,000.00
Garden Education Programming	Subcontract with SustainED Farms	12	\$ 5,416.67	\$65,000.04
The Urban Farm	subsonctractor for Frehs produce/Farm based education	12	\$6,968.75	\$83,625.00
		Total Ope	erating Expenses	\$209,425.04
Salary Employees				
Position Title	Description of Work	Percent of Time	Benefits	from Healthy Food for
Vive Exec Director	Oversee the program - complete reports, supervise staff, coordinator early childhood services, meet with partners	25%	\$ 71,000.00	\$17,750.00
	<u> </u>			
Hourly Employees				
Position Title	Description of Work	Hours	Hourly Rate	from Healthy Food for
	Coordinate 1000 pick up and denvery, identity family to		•	,
HFKD ProgramCoordinator -	receive goods; track items distributed,Coordiante all of the	2080	\$ 26.00	\$54,080.00
Early Childhood Coordinator	receive goods; track items distributed, Coordiante all of the kids deliveries, partnerships to pick ups the foods, set up deliveries, help with deliveries, survey, meet with partners	1550	\$ 22.00	\$34,100.00
	Meet and assist partners, schedule participatns, work			
Garden Coordinator	together with partners for the programs	420	\$ 22.00	\$9,240.00
	Deliver, aquire food, package, bag them, drive to pick up all, complete surveys with participants			
Food Delivery Team - Youth Program	(4 Staff at 32 hrs/week)	6400	\$ 20.00	\$128,000.00

	complete surveys with participants					
Food Delivery Team - Early Childhold	(2.75 FTE = 3 staff x 32 hrs)	4800	\$ 20.00	\$96,000.00		
Snack Prep Coordinator	coordiantor (1 FTE)	2080	\$ 20.00	\$41,600.00		
Snack Prep Assistant	coordiantor (.25 FTE)	520	\$ 21.00	\$10,920.00		
SNAP Coordinator	Coordinator to assist reciepients with applying for benefits (.25 FTE)	520	\$ 22.00	\$11,440.00		
				\$403,130.00		
	Other / Miscellaneous					
Item	Description	Quantity	Per Item Cost	from Healthy Food for		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
			Total Othe	φοισσ		
	\$1,013,655.04					
Item	Item Description					
Indirect rate (if applicable):	\$101,368.20					
	\$101,368.20					
	\$1,115,023.24					

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

\$2,901,079.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate floider in fled of Suc	ii endorsement(s).		
PRODUCER P: 704-3	33-1414	CONTACT JEFFREY T BROWN: JT Brown In	surance Agency, Inc
JT Brown Insurance Agency		PHONE D 704 000 4444	X C, No):
6135 Park South Dr. Ste 51		E-MAIL ADDRESS: jeff@jtbrowninsurance.com	
Charlotte, NC 28210		INSURER(S) AFFORDING COVERAGE	NAIC #
www.jtbrowninsurance.com	E: info@jtbrowninsurance.com	INSURER A: Nationwide Mutual Insurance Co	23787
INSURED	·	INSURER B: Scottsdale Insurance Co	41297
Vive		INSURER C:	
PO Box 11003		INSURER D:	
Denver, CO 80212		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		USIONS AND CONDITIONS OF SUCH F		-	LIMITS SHOWN WAT HAVE BEEN F				
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	GEN	NERAL LIABILITY	<					EACH OCCURRENCE	\$ 1,000,000
Α	<b>'</b>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		CLAIMS-MADE OCCUR			M1RPG0000000131600	01/14/2023	01/14/2024	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 5,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<b>/</b>	POLICY PRO- JECT LOC						Prof Liab	\$ \$1,000,000
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION D EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	(Ma	indatory in NH)	, A					E.L. DISEASE - EA EMPLOYEE	\$
	If ye	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
В	Су	ber Liability	~		EKI3362298	01/14/2023	01/14/2024	\$1,000,000	
Α	Le	gal Liab to Participants	•		M1RPG0000000131600	01/14/23	01/14/24	\$1,000,000	
Α	Se	xual Abuse & Molestation	<b>'</b>		M1RPG0000000131600	01/14/23	01/14/24	\$100,000	

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

CERTIFIED INSTRUCTOR OF CHILDRENS FITNESS PROGRAMS

As required by written contract, the City and County of Denver, it's Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Dept. of Finance 201 W. Colfax Ave. Dept. 1010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Denver, CO 80202	AUTHORIZED REPRESENTATIVE

CANCELLATION

OFFICIONES HOLDED



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

Pinnacol Assurance 7501 EL Lowry Bixd Denver, CO 80230  Pinnacol Assurance 7501 EL Lowry Bixd Denver, CO 80230  Pinnacol Assurance Pinnacol		SUBROGATION IS WAIVED, subject is certificate does not confer rights t		ne ter		e polic	y, certain po		require an endorsement	. A st	atement on		
Pinnacol Assurance TSOT IE. Lavy Blavd Deriver, CO 80230    Provide Continue   Provide Co	-		o tine	COL	meate noider in ned or se			, <u>•</u>					
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Deriver, CO 80230    BISURER, CO 80230   BISURER, SAFFORMOR COVERAGE   MAILER	750	01 E. Lowry Blvd				E-MAIL	aa.a.#@.	ninnacol com	(A/C, No):				
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NIVE Inspiring Wellness 6321 Estes Street Avrada, Colorado 80211  COVERAGES  CERTIFICATE NUMBER: INSURER 1: INSURER 1: INSURER 1: INSURER 1: INSURER 1: INSURER 2: INSURER 3: INSURER 4: INSURER 4: INSURER 4: INSURER 4: INSURER 4: INSURER 5: INSURER 5: INSURER 5: INSURER 6: INSURER 5: INSURER 6: IN	INSU	RED											
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BODILY INJURY (Per person) \$ SOURCE AUTOS ONLY AUTOS ON	П								COMBINED SINGLE LIMIT	\$			
AUTOS ONLY		ANY AUTO								\$			
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UMBRELLA LIAB   OCCUR   S   AGREGATE   AGREGATE   S   AGREGATE   AGREGATE   S		HIRED NON-OWNED							PROPERTY DAMAGE	\$			
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CERTIFICATE HOLDER  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202		ANYPROPRIETOR/PARTNER/EYECUTIVE		١						\$	100,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Unless otherwise stated in the policy provisions, coverage in Colorado only. Excluded from coverage: ViVe; Healthy Food for Kids Grant  CERTIFICATE HOLDER  CANCELLATION  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE	^	OFFICER/MEMBER EXCLUDED? Y	N/A	N	4220937		12/21/2022	12/21/2023					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Unless otherwise stated in the policy provisions, coverage in Colorado only. Excluded from coverage: VIVe; Healthy Food for Kids Grant  CERTIFICATE HOLDER  CANCELLATION  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE											500,000		
Unless otherwise stated in the policy provisions, coverage in Colorado only. Excluded from coverage: ViVe; Healthy Food for Kids Grant  CERTIFICATE HOLDER  CANCELLATION  City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE													
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	Dep	partment of Finance 201 W. Colfax	Ave.	, Dep	partment 1010	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN							
Pinnacol Assurance						AUTHO	RIZED REPRESE	NTATIVE					
						Pinı	nacol Assura	ance					

#### **CERTIFICATE HOLDER COPY**

City and County of Denver Department of Finance 201 W. Colfax Ave., Department 1010 Denver, CO 80202

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

# **Exhibit D**

## **TIMELINE**

Key Activity/Metric	Location Staff	Partnerships			ar 1 -2024			Yea 2024-			Year 3	
You may want to connect activities to program goals, objectives, & budget line items	Where the activity will take place	Persons/ Agency responsible	Any partnerships involved in or leading the activity		Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug- Oct	Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug- Dec
Priority Area 1. Nutritious Food Access and Security												
Develop/update job description for horticulture lead & horticulture assistant program lead; hire for positions to run farm operations at TUF	TUF	TUF ED	VIVE will help recruit applicants	Х	Х							
Purchase cultural food staples from historically underrepresented local producers	Metro Caring	Metro Caring Food Access Manager	Working with several local producers	Х	X	Х	Х	Х	X	Х	Х	X
Produce & distribute approx. 7,500 lbs. for this partnership, via hydroponic & soil-based operations	TUF	TUF Horticulture Team	VIVE community will inform harvest plan/produce types, VIVE staff will lead final distribution of food	X	X	X	X	X	Х	X	X	Х
SustainED Farms will maintain gardens & harvest food for donation	School sites at: Bruce Randolph, Manual, McAuliffe, Eagleton	SustainEd Program Manager & Specialist	Donating food to VIVE Wellness' food distribution program	Х			X	Х			X	X
Maintain & harvest VIVE garden site	Globeville	VIVE Garden Coordinator	Receiving support from SustainEd & Denver Urban Gardens	X		Х	Х	X		Х	Χ	
Procure, pack & deliver fresh, local, and cultural produce, grains, dairy to underserved children & their families	Various food banks, Metro Caring, TUF, SustainEd	VIVE HFDK coordinator & delivery team	Working with local producers to procure the produce and food: TUF, SustainEd, Metro Caring, Le Tulense and other fresh produce and local grocery entities	X	X	X	X	X	X	X	X	Х
Prepare and distribute healthy snacks for kids participating in the afterschool & summer program & migrant children at our day out-of-school program while they await school enrollment	Snacks prepared at VIVE's kitchen & delivered to after- school & summer sites (pools, parks, schools)	VIVE snack coordinator & staff	Working with local producers to precure the produce and food: TUF, SustainEd, Metro Caring, Le Tulense and other fresh produce and local grocery entities	X	X	X	X	X	X	X	X	Х
Track food production metrics (e.g., types of plants planted, # pounds grown/donated); conduct surveys/focus groups with participants for qualitative feedback	VIVE, TUF, SustainEd	VIVE HFDK Coordinator; SustainEd Program Manager & Specialist; TUF Horticulture Team				X		Х		Х		Х
Develop a interdescription O bigs the second			cipation in Federal Nutrition Assistance	Progra	ms		I					
Develop a job description & hire the promotora	VIVE	VIVE ED		X								

# **Exhibit D**

who will lead SNAP enrollment program												
Participate in SNAP PEAS training	VIVE	Hunger Free Colorado will lead training for VIVE staff	Hunger Free Colorado will offer onsite training at VIVE		X	Х						
Conduct SNAP outreach, enrollment, and recertification activities	VIVE & community sites (family homes, schools, parks, pools, etc.)	VIVE promotora	Working with our HFDK partners & our partners organization that work with underserved children		Х	Х	Х	X	X	X	Х	Х
Track outreach & enrollment metrics for evaluation (e.g., # individuals enrolled)	VIVE & community sites	VIVE promotora; VIVE HFDK coordinador				Х		Х		Х		Х
Priority Area 3. Food and Nutrition Education												
SustainEd Farms will hire additional program specialist	SustainEd	SustainEd hiring team			Х	Х						
SustainEd Farms will create uniquely tailored programming for each partner school	School sites: Bruce Randolph, Manual, McAuliffe, Eagleton	SustainEd Program Manager & Specialist	Working with partner schools: Bruce Randolph, Manual, McAuliffe, Eagleton	Х	Х	Х		Х	Х	Х		
SustainEd Farms will create and conduct programming at VIVE campus	VIVE Wellness Campus	SustainEd Program Manager & Specialist	VIVE Wellness	Х	Х	Х	Х	X	Х	Х	Х	Х
Metro Caring will plan & implement Kidz in the Kitchen cooking class (2 cohorts, 8 weeks long)	Metro Caring kitchen	Metro Caring Nutrition Coordinator	Working with VIVE Wellness youth & families			Х	Х	Х		X	X	Х
Metro Caring will oversee Child & Youth Patio Garden planting & harvesting by youth	Metro Caring patio garden	Metro Caring Urban Ag Coordinator	Working with VIVE Wellness youth & families			Х	Х	Х		Х	X	Х
SustainEd Farms will host community/school planting days	School sites at: Bruce Randolph, Manual, McAuliffe, Eagleton. Garden site at VIVE Wellness Campus	SustainEd Program Manager & Specialist	Will coordinate with VIVE & partner schools: Bruce Randolph, Manual, McAuliffe, Eagleton				х				Х	
TUF will lead Farm-to-table gardening & nutrition classes for youth & their families	TUF	TUF Horticulture Team	VIVE will recruit participants for programs		Х	Х	Х	Х	Х	Х	Х	Х
TUF will hire & train apprentice farmers for earnwhile-you-learn vocational programming.	TUF	TUF Horticulture Team	VIVE will help recruit local and community-based applicants				Х	Х			Х	Х
Track programming metrics (e.g., # participants; # programming hours); administer pre- & post-surveys to evaluate gardening & nutrition educational programming; conduct	TUF; SustainEd Farms; school sites	VIVE HFDK Coordinator; SustainEd Program Manager				Х		Х		Х		Х

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# **Exhibit D**

surveys/focus groups with participants for	& Specialist; TUF					
qualitative feedback	Horticulture					
	Team					

# **Exhibit D**

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

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

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

·		<u></u>									
				\$	-						
				\$	-						
				\$	-						
				\$	-						
				\$	-						
			Total Food and Supplies		\$0.00						
	Prograi	m Operating Expe	enses								
Item	Description of Item	Quantity	Per Item Cost								
				\$	-						
				\$	-						
				\$	-						
				\$	-						
			Total Operating Expenses	\$	-						
	S	alary Employees									
		Percent of									
		time spent	Total earnings for monthly invoice								
Position Title	Description of Work	this Month	period (Salary + Fringe)								
				\$	-						
				\$	-						
				\$	-						
				\$	-						
				\$	-						
		ourly Employees									
Position Title	Description of Work	Hours	Hourly Rate								
				\$	-						
				\$	-						
				\$	-						
				\$	-						
				\$	-						
			<b>Total Personnel Expenses</b>	\$	-						
	Oth	er / Miscellaneou	IS								

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

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

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

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

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

Expenditure Categories	Total / Requ
Food and Supplies	
Program Operating Expenses	

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

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

Print Name, Title

Date