

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MILE HIGH 360**, a Colorado nonprofit corporation, whose address is 1265 Mariposa Street, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **August 1, 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. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$971,641.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

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

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

9. INSURANCE:

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

b. Proof of Insurance: Contractor may not commence services or work

relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Business Auto Liability and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance**: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. **Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.**

h. Business Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

10. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80223

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

22. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion,

to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

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

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – Reimbursement Invoice Form.

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Contract Control Number: ENVHL-202368596-00
Contractor Name: MILE HIGH 360

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202368596-00
MILE HIGH 360

DocuSigned by:
Eric Eteljorg
E457F538892F483...

By: _____

Eric Eteljorg

Name: _____
(please print) Executive Director

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver’s Kids (“HFDK”) Initiative and Mile High 360. Mile High 360 has been awarded **\$971,641** in **Healthy Food for Denver’s Kids** funds for the grant term of August 01, 2023-December 31, 2025. Mile High 260 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.

I. Program Services and Descriptions

- A. MH360 will be granted funds to provide the following services:

Priority Area 1. Nutritious Food Access and Security

This grant would provide funding to support food security in the most healthful, culturally appropriate and efficient manner. MH360 will work with our food partners to ensure that snacks, meals and food boxes meet or exceed USDA nutrition standards. We will focus on providing a wide array of fresh fruits, fresh vegetables, whole grains and low-fat dairy.

Direct Food Access: In place of being a food distribution site (under current funding from HFDK) MH360 will use our resources to ensure families have the knowledge, capability and confidence to access existing community resources. Families report reluctance in utilizing food pantries due to a perceived stigma of not being able to provide for their children. Picking up food at MH360 was a first step in accepting help. The next stepping stone is for families to pick up food at Denver Inner City Parish (DICP), located just across the street from MH360. Our family liaison will play an integral role in helping make this transition in a manner that is respectful and comfortable for families. We will subcontract with DICP to provide our families with regular (2 x month; year-round) access to direct food support.

Daily meal: MH360 will continue to provide all students aged 18-years and under with daily access to nutritious and culturally relevant food. Currently students receive both a daily snack and a meal at the end of the day. Based on input from students and families, we are changing to offering students one healthy meal with a variety of options. This will reduce food waste, decrease packaging and provide greater autonomy in food selection. (daily; year-round)

Gardening: Led by our Gardening & Sustainability Educator our comprehensive gardening program focuses on physical health, mental health, and sustainability for self and the planet. MH360 will continue to educate students through our hands-on gardening curriculum and grow food that is identified as valuable by our own families. Our students have embraced the gardening work and love spending time outside ‘in the dirt’. New for this funding cycle, we are partnering with Denver Urban Gardens to create a ‘permaculture food forest’ including fruit trees and native berries on



EXHIBIT A

SCOPE OF WORK

our property to increase our capacity to provide healthy, low-cost fruit to our students and families.

Priority Area 2. Increasing participation in Federal Nutrition Assistance Programs
Our bilingual family liaison will continue to provide information and application assistance with federal nutrition assistance programs and other food security resources. (ongoing)

Priority Area 3. Food and Nutrition Education

MH360 will continue to build upon the knowledge base for fostering positive, long-term changes in healthy eating and cooking, sustainable food practices, and nutritional competency for students and their families. We will utilize and share resources from the Dietary Guidelines for Americans, 2020-2025 which is available in English and Spanish.

Student Cooking Classes: MH360 plans to use this funding cycle to strategically shift toward more sustainable approaches of providing nutritional and educational services to families and students. For one, the expenses incurred for renting commercial cooking space from Osage Cafe is not sustainable in the long-term (beyond the grant). Moving forward, MH360's student cooking classes will take place on-site at the MH360 campus. We are currently researching local options to create engaging, nutritious cooking lessons that are geared toward the learning styles and interests of our youth. Our kitchen currently has a large commercial refrigerator, sink, and counter space. We plan to purchase all the necessary equipment to create our own "Culinary Corner". This one-time investment in equipment will allow MH360 to continue on-site cooking classes for years to come and will be significantly cheaper than a monthly kitchen rental. (2 classes/month)

Nutrition Education: The program team at MH360 continually refines our student nutrition workshops based on feedback from students to ensure the information is relevant, applicable and engaging. Our goal is to make behavior and attitude changes in the habits and choices that our students make regarding food. Led by a certified sports dietician, students will develop the knowledge of how food impacts their health, development and performance. (2 classes/month)

Family Cooking Classes: Working with YEA/Osage Cafe, MH360 will continue to host our successful monthly series of family cooking classes to reinforce healthy eating habits and choices through ingredients, recipes, meal preparation and experiential learning. We found that our families appreciated the Zoom format that allows them to cook in their own kitchens and engage children in the cooking process. This two-generational approach benefits the entire family and introduces even the youngest family members to healthy cooking options. After three years of learning to prepare healthy meals connected to their Latino culture, families have requested that future cooking classes focus on "International Cuisine" introducing them and their families to expanded options for preparing meals with fresh, local ingredients that are affordable and geographically accessible. Our family liaison will be responsible for inviting and ensuring robust participation in the family cooking classes. Families are provided with all essential cooking supplies and ingredients. (9 sessions monthly from October thru June)



EXHIBIT A

SCOPE OF WORK

B. The following roles and/or partners will be instrumental in the success of this grant:

Over the past 2 ½ years, funding from HFDK has given MH360 the opportunity to form new community partnerships providing students and families with additional access to nutritional food and educational programming. Our intention for this round of funding is to make strategic shifts in programs and partnerships leading to our ability to sustain programming past HFDK funding. Based on the programming, either the MH360 family liaison or Director of Operations will serve as the point of contact to ensure clear communication channels for partner organizations.

- i. **Bonanno Concepts** - Chef Frank Bonanno and his team are the creators of ten food and drink concepts, each uniquely responsible for shaping the Denver dining scene. Education and community are two pillars in their overall service model. An existing partner, Bonnano is currently providing a snack and a take-home dinner for students. However, based on student and parent feedback we are shifting to providing one 'light meal' for students to eat on-site. Bonnano will continue to create and deliver healthy food utilizing fresh, local ingredients following USDA guidelines. With this partnership, students will also visit Bonnano's working kitchens and meet with the food preparation and serving teams.
- ii. Located within the same neighborhood as MH360, the mission of **Youth Employment Academy (YEA)** is to serve young adults in breaking the cycle of generational poverty in Denver communities by gaining personal and economic stability through education and employment training. Through their social enterprise, Osage Café, YEA culinary arts instructors will lead and supply all the required ingredients for our monthly family cooking classes held via Zoom. Our family liaison works closely with Osage Café and our families to design a recipe plan that is of interest to families, introduces them to healthy cooking techniques, and incorporates locally available and affordable ingredients. This successful partnership is in its third year with family enrollment increasing year after year. Starting with 18 families our first year, we now have 23 families and expect to increase to 28 next year.
- iii. **Denver Inner City Parish (DICP)** empowers individuals and families to break the cycle of poverty. Located across the street from MH360, this new partner will provide twice monthly direct food access to MH360 families. Having spent the past three years building trusting relationships, our family liaison is the key to successfully connecting families with this valuable resource. She will work with DICP to ensure the boxes contain fresh, nutritious food following USDA guidelines that our families will enjoy and utilize.
- iv. **Denver Urban Gardens (DUG)** focuses on reducing barriers to fresh, healthy, and organic food by providing access to space, knowledge, and resources for anyone wishing to grow their own produce. This successful partnership has been in place for over two years and continues to grow. DUG provides supplies for our on-site garden while MH360 provides space, garden beds and eager students for our comprehensive gardening curriculum.

II. **Program Locations:** The grantee will serve the following locations;



EXHIBIT A

SCOPE OF WORK

A. La Alma, Lincoln Park

Evaluation, Outcome Measures and Deliverables

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

Participation in the Macro Evaluation

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

II. Performance Management and Reporting

A. Performance Management

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

The Grantee will be reviewed for:

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



EXHIBIT A

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B. Reporting

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

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

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



DENVER
THE MILE HIGH CITY

EXHIBIT A

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	measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.		
Report 5 (5 months extra)	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.	By January 15, 2026	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

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

II. Budget

A. Budget

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

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

B. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under



EXHIBIT A

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

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

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 HFDKinvoices@denvergov.org email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template 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



EXHIBIT A

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grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

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

Additionally, programs must:

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

Additional, grantees will be asked to:

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

VII. Other

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

Additional document requirements that may be requested for this contract:

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

EXHIBIT B – BUDGET
(SEE ATTACHED)

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

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	Mile High 360
Term	Year 1 (August 1, 2023-July 31, 2024)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)

Budget Categories

Food and Supplies Please Mark with an X each Priority Area that the line item pertains to.

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food boxes for families	Twice monthly food boxes including fresh fruits and vegetables for families experiencing food insecurity @\$95/box for 40 families.	960	\$ 95.00	\$91,200.00	x		
Student Meals	Healthy meal for students participating in MH360 programming. Average of 20 students/day for 246 days/year	4920	\$ 10.80	\$53,136.00	x		
Food containers	Compostable food containers to send home leftover food from meals (200/unit)	10	\$ 40.00	\$400.00	x		x
Family Cooking Class supplies	Supplies and incentives for families enrolled in the cooking classes. These are distributed throughout the various sessions, 25 families	25	\$ 350.00	\$8,750.00	x		x
Gardening Supplies	Supplies for sustainable gardening curriculum (e.g. gloves, tools)	1	\$ 500.00	\$500.00	x		x

Total Food and Supplies \$153,986.00

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Staff Transportation	Mileage reimbursement for family liaison and program coordinators (home visits, picking up food, etc). \$175/month for 12 months	12	\$ 175.00	\$2,100.00			
				\$0.00			
				\$0.00			

Total Operating Expenses \$2,100.00

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Family Liaison	Coordinate food distribution, connect families with community resources, plan family cooking classes.	100%	\$ 72,000.00	\$72,000.00	x	x	x
Health & Wellness Coordinator - High School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 68,250.00	\$13,650.00	x		x
Health & Wellness Coordinator - Middle School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 72,000.00	\$14,400.00	x		x
Director of Operations	Oversee entire program including programming, budgeting and evaluation	20%	\$ 89,250.00	\$ 17,850.00	x		x

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Gardening & Sustainability Educator	Provides hands-on gardening and sustainability curriculum for students. Supervises on-site garden	800	\$ 35.00	\$28,000.00	x		x
				\$0.00			

Total Personnel Services \$145,900.00

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Student Stipends	Stipends for students internships in the fields of culinary arts, gardening, sustainability, nutrition.	2	\$ 2,500.00	\$5,000.00			x
Chest Freezer	To reduce food waste we will freeze perishable food items	1	\$ 500.00	\$500.00			x
Water bottles	Individual insulated water bottles for student use	80	\$ 20.00	\$1,600.00	x		x
Tables	Heavy-duty plastic folding tables to create outdoor learning spaces	5	\$ 50.00	\$250.00	x		x
Tents	Portable outdoor tents to create outdoor learning spaces	5	\$ 200.00	\$1,000.00	x		x

Total Other \$8,350.00

Subcontractors

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
YEA/Osage Cafe	Sub-contract with Osage Cafe for instruction for family cooking classes	cooking classes, 9 sessions/year for 25 families	9	\$ 400.00	\$3,600.00			
YEA/Osage Cafe	Sub-contract with Osage Cafe for kitchen rental	cooking classes, 9 sessions/year for 25 families	9	\$ 125.00	\$1,125.00			
YEA/Osage Cafe	Sub-contract with Osage Cafe for cooking class food kits	cooking classes, 9 sessions/year for 25 families	9	\$ 950.00	\$8,550.00			
TBD	Sub-contract with a community partner to provide on-site youth cooking classes. Includes instruction, food, supplies	2 classes/month	24	\$ 1,000.00	\$24,000.00			

TBD	Sub-contract with a sports dietician to provide youth nutrition classes	2 classes/month	24	\$ 200.00	\$4,800.00			
					\$0.00			
Total Subcontractors					\$42,075.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$352,411.00			
Indirect								
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Indirect Costs	General overhead including insurance, rent, administrative support, internet, utilities				\$35,241.10			
TOTAL INDIRECT COSTS					\$35,241.10			
TOTAL AMOUNT REQUESTED FROM HFDK					\$387,652.10			

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

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	Mile High 360
Term	Year 2 (August 1, 2024-July 31, 2025)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)

Budget Categories

Food and Supplies Please Mark with an X each Priority Area that the line item pertains to.

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food boxes for families	Twice monthly food boxes including fresh fruits and vegetables for families experiencing food insecurity @\$100/box for 40 families.	960	\$ 100.00	\$96,000.00	x		
Student meals	Healthy light meal for students participating in MH360 programming. Average of 20 students/day for 248 days/year	4960	\$ 11.40	\$56,544.00	x		
Dishwasher	Large-capacity energy-efficient dishwasher to clean utensils, cooking tools, etc for cooking classes	1	\$ 1,000.00	\$1,000.00	x		x
Food containers	Compostable food containers to send home leftover food from meals (200/unit)	10	\$ 42.00	\$420.00	x		x
Family Cooking Class supplies	Supplies and incentives for families enrolled in the family cooking classes. These are distributed throughout the various sessions, 25 families	25	\$ 350.00	\$8,750.00			
Cooking class kits	Cooking kits to provide youth cooking classes on site	20	\$ 200.00	\$4,000.00	x		x
Total Food and Supplies				\$166,714.00			

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Staff Transportation	Mileage reimbursement for family liaison and program coordinators (home visits, picking up food, etc). \$200/month for 12 months	12	\$ 200.00	\$2,400.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Operating Expenses				\$2,400.00			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Family Liaison	Coordinate food distribution, connect families with community resources, plan family cooking classes.	100%	\$ 76,000.00	\$76,000.00	x	x	x
Health & Wellness Coordinator - High School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 72,000.00	\$14,400.00	x		x
Health & Wellness Coordinator - Middle School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 76,000.00	\$15,200.00	x		x
Director of Operations	Oversee entire program including programming, budgeting and evaluation	20%	\$ 93,500.00	\$ 18,700.00	x		x

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Gardening & Sustainability Educator	Provides hands-on gardening and sustainability curriculum for students. Supervises on-site garden	800	\$ 36.00	\$28,800.00	x		x
Total Personnel Services				\$153,100.00			

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Student Stipends	Stipends for students internships in the fields of culinary arts, gardening, sustainability, nutrition.	2	\$ 3,000.00	\$6,000.00			x
Water bottles	Individual insulated water bottles for student use	80	\$ 20.00	\$1,600.00	x		
				\$0.00			
				\$0.00			
Total Other				\$7,600.00			

Subcontractors

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
YEA/Osage Cafe	Sub-contract with Osage Cafe for instruction for family cooking classes	cooking classes, 9 sessions/year for 25 families	9	\$ 425.00	\$3,825.00			
YEA/Osage Cafe	Sub-contract with Osage Cafe for kitchen rental	cooking classes, 9 sessions/year for 25 families	9	\$ 125.00	\$1,125.00			

YEA/Osage Cafe	Sub-contract with Osage Cafe for cooking class food kits	cooking classes, 9 sessions/year for 25 families	9	\$ 1,000.00	\$9,000.00			
TBD	Sub-contract with a community partner to provide on-site youth cooking classes. Includes instruction, food	2 classes/month	24	\$ 700.00	\$16,800.00			
TBD	Sub-contract with a sports dietician to provide youth nutrition classes	2 classes/month	24	\$ 200.00	\$4,800.00			
					\$0.00			
Total Subcontractors						\$35,550.00		
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$365,364.00		
Indirect								
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Indirect Costs	Indirect Costs: General overhead including insurance, rent, administrative support				\$36,536.40			
TOTAL INDIRECT COSTS						\$36,536.40		
TOTAL AMOUNT REQUESTED FROM HFDK						\$401,900.40		

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

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.
Healthy Food for Denver's Kids Program Budget

Organization Name	Mile High 360
Term	5 months (August 1, 2025-December 31, 2025)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)

Budget Categories

Food and Supplies					Please Mark with an X each Priority Area that the line item pertains to.		
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food boxes for families	Twice monthly food boxes including fresh fruits and vegetables for families experiencing food insecurity @\$108/box for 40 families.	400	\$ 108.00	\$43,200.00	x		
Student Meals	Healthy meal for students participating in MH360 programming. Average of 20 students/day for 246 days/year (prorated for 5 months)	2050	\$ 12.00	\$24,600.00	x		
Food containers	Compostable food containers to send home leftover food from meals (200/unit)	5	\$ 42.00	\$210.00	x		
Family Cooking Class supplies	Supplies and incentives for families enrolled in the cooking classes. These are distributed throughout the various sessions, 25 families	25	\$ 350.00	\$8,750.00	x		x
				\$0.00			
Total Food and Supplies				\$76,760.00			

Program Operating Expenses					Priority Area 1	Priority Area 2	Priority Area 3
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Staff Transportation	Mileage reimbursement for family liaison and program coordinators (home visits, picking up food, etc). \$225/month for 5 months	5	\$ 225.00	\$1,125.00	x	x	x
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Operating Expenses				\$1,125.00			

Personnel and Administrative Services					Priority Area 1	Priority Area 2	Priority Area 3
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Family Liaison	Coordinate food distribution, connect families with community resources, plan family cooking classes.	100%	\$ 33,125.00	\$33,125.00	x	x	x
Health & Wellness Coordinator - High School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 31,250.00	\$6,250.00	x		x
Health & Wellness Coordinator - Middle School	Coordinate nutrition and cooking classes for students. Provide classroom support	20%	\$ 33,125.00	\$6,625.00	x		x
Director of Operations	Oversee entire program including programming, budgeting and evaluation	20%	\$ 41,000.00	\$ 8,200.00	x		x

Hourly Employees					Priority Area 1	Priority Area 2	Priority Area 3
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Gardening & Sustainability Educator	Provides hands-on gardening and sustainability curriculum for students. Supervises on-site garden	300	\$ 36.00	\$10,800.00	x		x
				\$0.00			
Total Personnel Services				\$65,000.00			

Other / Miscellaneous					Priority Area 1	Priority Area 2	Priority Area 3
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Student Stipends	Stipends for students internships in the fields of culinary arts, gardening, sustainability, nutrition.	2	\$ 2,000.00	\$4,000.00			x
Water bottles	Individual insulated water bottles for student use (new students)	20	\$ 20.00	\$400.00	x		
				\$0.00			
				\$0.00			
Total Other				\$4,400.00			

Subcontractors					Priority Area 1	Priority Area 2	Priority Area 3	
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
YEA/Osage Cafe	Sub-contract with Osage Cafe for instruction for family cooking classes	Instruction for family cooking classes for 25 families	5	\$ 425.00	\$2,125.00			
YEA/Osage Cafe	Sub-contract with Osage Cafe for kitchen rental	Rental of kitchen for family cooking classes for 25 families	5	\$ 125.00	\$625.00			
YEA/Osage Cafe	Sub-contract with Osage Cafe for cooking class food kits	Food and packaging for family cooking classes for 25 families	5	\$ 1,200.00	\$6,000.00			
TBD	Sub-contract with a community partner to provide on-site youth cooking classes. Includes instruction, food	2 classes/month	10	\$ 750.00	\$7,500.00			

TBD	Sub-contract with a sports dietician to provide youth nutrition classes	2 classes/month	10	\$ 200.00	\$2,000.00			
					\$0.00			
Total Subcontractors					\$18,250.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$165,535.00			
Indirect								
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Indirect Costs	Indirect Costs: General overhead including insurance, rent, administrative support				\$16,553.50			
TOTAL INDIRECT COSTS					\$16,553.50			
TOTAL AMOUNT REQUESTED FROM HFDK					\$182,088.50			

Total Contract Amount (August 1, 2023-December 31, 2025) \$971,641.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: Lisa Groshong PHONE (A/C, No, Ext): (303) 813-4207 FAX (A/C, No): E-MAIL ADDRESS: lisa.groshong@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)
Mile High 360 P.O. Box 40160 Denver, CO 80204-9998	INSURER B : Pinnacle Assurance Company
	INSURER C : Swiss Re Corporate Solutions America Insurance Corporation
	INSURER D : QBE Insurance Corporation
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional \$2M <input checked="" type="checkbox"/> Abuse \$250K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		2023-25581	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		2023-25581	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2023-25581 UMB	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4199028	6/1/2023	6/1/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy/Networ			C-4LQ2-220259-CYBER-2022	7/30/2022	7/30/2023	Aggregate 1,000,000
D	Accident Policy			2023-25581-ACC	6/1/2023	6/1/2024	Aggregate 1,000,000

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

RE: HFDK04

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

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver's Department of Public Health & Environment
 Division of Administration
 101 W. Colfax Ave. Suite 800
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit D

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

Invoice #	
Date Invoice is sent to HFDK	
Purchase Order/ Contract #	
Payment Option	

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

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

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

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

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

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

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

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

**Denver Department of Public Health & Environment
EXHIBIT D - 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 Reimbursement Check

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

Expenditure Categories	Total / Requ
Food and Supplies	
Program Operating Expenses	

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

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