

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER, COLORADO**, a political subdivision of the State of Colorado, whose address is 2320 West 4th Avenue, Denver, CO 80223 (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, the Scope of Work**, to the City’s reasonable 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 December 15, 2020 and will expire on December 14, 2021 (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions for annual renewal up to two additional years 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 **FIVE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$529,350.00)** (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 officers 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 and after providing Contractor with a reasonable opportunity to cure any breach upon which the termination for cause is based. Contractor shall cure any breach within ten (10) business days or, if the cure cannot be reasonably completed within ten (10) business days, commence to cure within ten (10) business days and proceed to completion in a commercially reasonable timeframe. The City has the right to terminate the Agreement without cause upon thirty (30) calendar 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 reasonably unsatisfactory to the Executive Director.

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

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

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

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and, upon advance written notice, 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, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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, Auto Liability, and Excess Liability/Umbrella (if required). Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Inter-Governmental Liability: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

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

f. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

g. Workers' Compensation/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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

h. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

j. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their

own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION: To the extent allowed under applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. (2019):

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 sub-consultant, 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, CO 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless

during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

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

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual

orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are

created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

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

30. CONFIDENTIAL INFORMATION:

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

Act or City ordinance and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Contractor Information: The City acknowledges and accepts that, in performance of all work under the terms of this Agreement, the City may have access to Proprietary Data or confidential information that may be owned or controlled by Contractor, and that the disclosure of such Proprietary Data or confidential information may be damaging to Contractor or third parties. The City agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by Contractor to the City shall be held in confidence and used only in the performance of its obligations under this Agreement. The City shall exercise the same standard of care to protect such Proprietary Data and confidential information as a reasonably prudent person 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 the City by Contractor. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. ACCESS TO FEDERAL TAXPAYER INFORMATION:

a. Performance: In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his, her or its employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

b. Criminal/Civil Sanctions:

(1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee or any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established under it, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

c. **Inspection:** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

32. 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.

33. 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.

34. 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.

35. 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.

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Timeline.

Exhibit D – Certificate of Insurance.

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Contract Control Number: ENVHL-202055488-00
Contractor Name: DENVER PUBLIC SCHOOLS

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

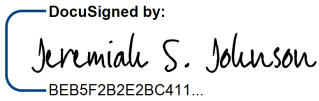
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202055488-00
DENVER PUBLIC SCHOOLS

By:  _____

Name: Jeremiah S. Johnson
(please print)

Title: Director Grants Administration
(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 Denver Public Schools Career and College Success ("DPSCC"). DPSCC has been awarded a maximum of **\$529,350.00** in **Healthy Food for Denver's Kids** funds for the grant term of December 15, 2020-December 14, 2021. DPSCC 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. DPSCC will be granted funds for the following:

The HFDK funding will be allocated to build the indoor hydroponic classroom at Bruce Randolph School and implement its farm-based curriculum and afterschool programming through a lead teacher stipend and farm manager. HFDK will fund the room renovation at Bruce Randolph which will commence in fall 2020 and be completed by spring 2021. The renovation will include construction costs, demolition costs and purchase price of associated equipment. Bruce Randolph School students will construct and install an indoor hydroponic farm in the renovated classroom. Under the Farm Manager's supervision, that will also be partially funded by HFDK, students will learn to perform all operational duties of the farm, from seeding, transplanting and harvesting crops to learning about food justice and leadership in their classroom and afterschool activities.

DPS CareerConnect will use HFDK funds to hire an architect (through a competitive RFP process) to focus on infrastructure needs, including appropriate HVAC systems for climate control and design. The architect will also review the school grounds for the most appropriate location of an outdoor learning garden, funded by Big Green Learning Gardens, and potentially an outdoor hoop house funded by J.E. Construction. DPS CC's goal is to intertwine growing sites, allowing Bruce Randolph School the appropriate means to provide food systems education.

A third-party consultant, Teens For Food Justice (TFFJ), will work with this architect to design the farm's hydroponics systems, and will train its Farm Manager on how to construct, operate, and maintain them on an ongoing basis. TFFJ's Program team will work with the school's teaching staff to develop standards-aligned curricula for all STEM and Health classes that will integrate into the farm, and will provide Professional Development on their content and delivery. This team will also provide curriculum and Professional Development related to the school's afterschool leadership -focused program.

Bruce Randolph School students will use the indoor hydroponic farm developed in partnership with TFFJ to actively engage in the concepts of food justice, equity, farming,



EXHIBIT A

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and food skills through the farm, thereby increasing the number of DPS students exposed to quality food, healthy meals, food skills and a comprehensive understanding of nutrition.

Throughout the school year, the CareerConnect Work-Based Learning team will provide students with work-based learning opportunities, such as job shadows, in partnership with local farms, food manufacturing businesses, and agricultural technology companies. DPSCC will align any career readiness activities with DPS academic testing.

One hundred percent of the food grown on the farm will be consumed by the students, families and communities of Bruce Randolph School. DPS Food and Nutrition Services has also agreed to purchase as much of the produce from the farm for the school cafeteria as is needed. Whatever is purchased will go to improve the quality of school lunch for most students and will be provided at no additional charge to student lunches. Any food that is not provided to students through the cafeteria or other regular distribution will be used to educate students about agribusiness systems through a farm market where food boxes will be distributed to the greater community.

DPSCC will partner with HFDK to expand activities to include information about federal nutrition assistance programs (e.g. providing SNAP, WIC, P-EBT, etc. enrollment resources for youth to bring home) and will tap into existing resources like Food Bank of the Rockies [Totes for Hope](#) weekend backpack program or other [school nutrition programs](#) administered by the Colorado Department of Education as needed/applicable.

DPSCC will also produce bilingual marketing materials to send home with students and distribute throughout the community to ensure a cohesive process of relationships with all stakeholders in the Bruce Randolph Community and beyond. Furthermore, as well as their own CareerConnect building contagious excitement amongst community, district, and the state, future Bruce Randolph students will collaborate to create a meaningful and highly anticipated ground breaking ceremony.

B. COVID and General Contingency Plans

Denver Public Schools is invested in the design, construction and development of the hydroponic farm at Bruce Randolph School. The proposed budget is based on preliminary estimates provided by the DPS Facilities and Construction teams in partnership with the Teens for Food Justice design team. DPSCC recognize unforeseen costs may arise due to rising construction costs, construction complications, underestimation, etc. If additional fees are required, DPSCC commits to assessing the costs and where possible utilizing other, non HFDK resources to cover the cost. Where not possible, DPSCC commits to communicate with Healthy Food for Denver's Kids and work with Teens for Food Justice to ensure costs are covered.

Due to the COVID pandemic, travel may be restricted. In this event, remote oversight of the project may be required of TFFJ as the project progresses. DPS CC commits to adequate communication is practiced, ensuring proper design and implementation is taking place. When travel is available, DPSCC will work with TFFJ to cover the costs.



EXHIBIT A

SCOPE OF WORK

DPSCC has built a contingency of (7%) or \$39,198 into the proposed construction project budget that will be covered by DPS bond funds.

C. Roles:

The development of this student-operated hydroponic farm program will be governed by **DPS' Senior Executive Director of Career and College Success**, Bernard McCune, and will involve collaboration among the teams listed below:

- **DPS' CareerConnect team** is comprised of educational and industry-related professionals who aim to ensure high-quality classroom opportunities (through the school-based learning team – led by DPS CTE Director, Stacy Miller). Traci Sanchez, Career Pathways Specialist will manage the grant implementation and evaluation processes. Together, with the work-based learning team students participate in Work-Based Learning experiences tied to the classes within each career pathway. CareerConnect has become an internationally recognized model, providing consulting and toolkits to districts and other entities across 20 states and 6 countries.
- **DPS' Planning, Design and Construction Team** is responsible for the governance and growth of aesthetic, historically relevant, academically focused, sustainable, energy-intelligent and environmentally friendly schools and their infrastructure. Its Director, Jennifer Song-Koepe visited several TFFJ school farms with the CareerConnect team in October 2019 and has allocated her top staff to managing this project. Kristy Sawyer is the Senior Program Manager in DPS and has appointed Tari Gold as the project manager.
- **Teens for Food Justice (TFFJ)** is the anchor team providing expertise for the main project objective: building a student-led hydroponic farm in a Title I School. Formed in 2013, TFFJ currently operates hydroponic farms in four co-located Title I middle and high school campuses across New York City, serving 14 schools and more than 6,000 students through its combined food distribution, STEM class integration, and afterschool programming. TFFJ's spring 2019 annual external program evaluation shows that 100% of participating students report understanding how nutritious food makes a positive difference in their health; 95% see themselves having leadership ability to advocate for food justice; 81% believe they have the motivation/knowledge to eat healthier foods; and 76% share their knowledge with friends and family. DPSCC will rely on TFFJ's experience to help with room design, curriculum development, teacher and farmer training, systematic supports and overall implementation guidance.
- **The Bruce Randolph School Educator Team** is led by Principal Melissa Boyd, who has a vested interest in ensuring that high-quality learning experiences are available for students. As a part of her vision of providing hands-on experiential education associated with farming, gardening, and healthy eating, Melissa has also secured a partnership with **Big Green Learning Gardens** to create an outdoor learning garden that, together with the indoor hydroponic farm, will create a year-round food provision system for Bruce Randolph students and their surrounding community. This vision has inspired 12 teachers to volunteer with cross-sectional farm development and maintenance. All Bruce Randolph science teachers are collaborating on integrating the farms into their curriculum, and three teachers will lead curriculum development in partnership with TFFJ, FFA Agricultural



EXHIBIT A

SCOPE OF WORK

Education, and Big Green, ensuring an emphasis on food insecurity as a social justice issue. Lessons will be co-taught by a Bruce Randolph teacher along with a **full-time Farm Manager** who also manages the farm year-round.

- **The Bruce Randolph School Staff Community:** As this is an initiative that is meant to span throughout the entire school community and not just the Career and Technical Education department, school-wide information and professional development surrounding the farm will be delivered to all BR school staff to ensure that there is a deep understanding of the program and so each individual on the BR team can personally connect with the mission of the farm.
- **Partners:** In addition to the above, DPSCC has built relationships with community partners who will serve as advisors on our pathway development. These include but are not limited to: GrowHaus, CSU Health and Human Services, CSU Ag Education, CSU SPUR Campus team, National Western Complex, the CSU Extension office, Emily Griffith Technical College, DPS Food and Nutrition Services, DPS Sustainability, and Denver Urban Gardens.
- **Denver Public Schools involved groups including diverse central office groups:** Most departments within the Career and College Success department (including counseling, advanced academics, student engagement, and CareerConnect) will have a hand in the effective implementation of the farm. Similarly to the information sharing plan at BR, information will be shared with all central office support in order to create a comprehensive plan of support.
- **Parents and families:** Additionally, DPSCC will schedule parent communication events utilizing channels such as the ELA DAC (English Language Learners District Advisory Committee) and EDUCA Radio (DPS operated radio station) to ensure clear and consistent information about the program is available in multiple formats for app families.
- **City of Denver businesses and community groups:** DPSCC will prioritize sharing information with other local non profits who also support this community by providing food so that we can ensure systematic and streamlined efforts.

D. Program Locations:

The program activities will take place at the Bruce Randolph School, located at 3955 Steele St, Denver, CO 80205. This location is clearly accessible to its surrounding community through newly completed RTD bus stops as well as its proximity to the light rail at 40th and Steele.

E. Program success:

Goal 1: Transform a classroom into a hydroponic farm “lab” used by students enrolled in STEM subjects, thereby exposing them to cutting-edge technology used in a new and growing economic sector and Green Workforce Development and job ready skills

Outcome 1: Engage at least 100 middle and high school students in grades 6-12 in farm activities via integrated STEM and/or Health classes in Year 1.



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Goal 2: Provide all Bruce Randolph School students with increased access to, and awareness of, healthy produce by regularly integrating it into school lunches.

Outcome 2: Beginning with the farm's first harvest, integrate the farm's crops into the school's cafeteria menu on a weekly basis.

Participation/reach: There are currently 770 6th-12th grade students at Bruce Randolph School, all of whom will be indirectly served by the farm's student-grown produce through its inclusion in their cafeteria lunches. Additionally, in Year 1 of the program Bruce Randolph's leadership team plans to integrate two high school Biology classes and three middle school Life Science classes into the farm, resulting in 100 to 200 middle and high school students directly participating in the farm activities and STEM learning described above. More classes will be integrated from Year 2 onward at the discretion of school leaders and teaching staff. DPSCC also plans to start a community food distribution of the farm's produce initiative in the summer of 2021 that will serve the larger Elyria-Swansea and Globeville communities. Outreach for community food distribution will primarily target residents within these areas whose income falls under the poverty threshold.

Upon completion of the construction and installation of the farm, DPSCC will devise a pilot evaluation for use after one full semester of farm programming that is generally modeled after TFFJ's seven program objectives:

- To ensure that students understand the concepts of hydroponic farming and urban agriculture
- To ensure that students understand food justice and food insecurity
- To ensure that students understand health and nutrition
- To ensure that students feel more academically engaged in school, specifically around STEM education
- To ensure that students feel more confident, gain leadership experience, and have the will and skills to advocate in the community in regards to food justice issues
- To reduce toxic stress in students' lives by creating a safe and meaningful environment
- To provide access to fresh and affordable produce for students and enable them to provide the same to their communities

Following this pilot evaluation, DPSCC will reassess these metrics based on their first-semester experience as well as their unique programmatic approach of combining an outdoor learning garden with the indoor hydroponic farm. For example, their outdoor learning garden will also serve as a community garden and they will want to ensure outcomes are complementary to those listed above. Another metric they will aim to use in future years is the number of students who choose post-secondary programs and/or careers in urban agriculture.

DPSCC will generally model their evaluation metrics after those used by TFFJ, which administers pre- and post-surveys to curricular day and afterschool (internship and apprenticeship development) program participants to assess factors such as students' basic understanding of nutrition, food justice, leadership, STEM, and leadership principles.

These metrics they will aim to examine include:



EXHIBIT A

SCOPE OF WORK

- Programming impacts participating students' understanding of hydroponics, food justice, food insecurity, and health and nutrition.
- Curricular day programming helps participating students feel more academically engaged in school, specifically around STEM education.
- Afterschool programming increases participating students' confidence, leadership ability, and their willingness and ability to advocate in the community in regards to food justice issues.
- Programming reduces toxic stress in students' lives by creating a safe and meaningful environment.

III. Performance Management and Reporting

A. Performance Management

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

DPS CC 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 includes the review and analysis of Quarterly and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

B. Reporting

Quarterly: The grantee will be responsible for reporting on construction progress, process and outcome measures on a quarterly basis. The grantee will provide a one-page update at the end of each quarter that includes the following: (1) restate the total funding and expected date of completion; (2) the total amount of funds raised to date (paid and pledged); (3) any significant changes in project scope and costs and/or adjustments to the overall campaign goal and timeline; (4) any new major contributors to the project and/or pending grants; (5) project or campaign highlights from the previous quarter.

Final Report: One year following the payment of the capital grant, HFDK requires a written report on what has been accomplished with the funds granted. The funds granted may only



EXHIBIT A

SCOPE OF WORK

be expended for the purposes indicated; funds not so spent must be returned to the City unless other arrangements have been approved by the City. A full and final accounting must be made on the occasion of the completion of the project.

B. 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

C. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 7.27% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

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

II. Implementation and Timeline

A. The timeline for this agreement is attached as an exhibit.

III. Invoice

A. Invoice:

- Each invoice shall include the following information: invoice number and date, due date, payment terms, contract activity and detailed description, purchase order number (to be provided by HFDK staff), and an itemized list of the charges in alignment with approved expenses as shown in the Budget (Exhibit B)

- Supporting Documentation



EXHIBIT A

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- The Grantee agrees to retain all receipts and supporting documentation for personnel and non-personnel expenditures, and provide them to the City if requested. The required documentation for retention of:
 - **Program expenses**, includes but is not limited: invoices, receipts or proof of payment for budgeted program expenses, supplies, equipment, mileage/travel expense, or other charges. Proof of payment could be invoices, receipts, ACH forms, bank statements or credit card bills
 - **Personnel**, includes payroll register (employee information) or paystubs, time sheets signed by employee, or time and salary certification
 - **Indirect/administrative costs**, includes documentation to substantiate submitted charges, invoice and proof of payments

- The Grantee will provide supporting documentation for all non-personnel expenditures over \$1,000 with the monthly invoice. The required documentation for expenses over \$1,000 are:
 - **Program expenses**, includes but is not limited: invoices, receipts or proof of payment for budgeted program expenses, supplies, equipment, mileage/travel expense, or other charges. Proof of payment could be invoices, receipts, ACH forms, bank statements or credit card bills.

IV. Payments

A. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. Contractor shall use preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.

B. A partial, one-time advance payment may be made through a written request to the HFDK Contract Administrator. The written request shall detail the amount to be paid in advance, price quotes with line item details, personnel costs, etc. and dates the services or supplies will be performed or purchased by the Grantee.

Any advanced funds shall be reconciled upon completion of payment by the grantee or upon the last invoice of the grant term. Reconciling the advanced funds will include providing invoices and proof of payments as required in **Section IV Invoice** of this document. Advanced funds shall be used only for expenses as detailed in Exhibit B- Budget. If the advance payment is not used by the Grantee, or not used for the approved expenses as detailed in the request, the Grantee shall re-pay the city any remaining or unreconciled funds.

V. General Grant Requirements

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



EXHIBIT A

SCOPE OF WORK

1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
 - a. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

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

Additionally, programs must:

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- 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 at-risk youth ages 18 and under

Additionally, 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 and evaluation partners each year.
- Display signage and/or online banners noting that the program receives funding from the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

VI. 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					
Healthy Food for Denver's Kids Program Budget					
Organization Name	Denver Public Schools				
Term	Year 1				
Request for Proposal Name	Healthy Food for Denver's Kids				
Budget Categories					
Program Operating Expenses - Teens for Food Justice					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
TFFJ: Farm Design and Installation Consulting	Design of farm within our dimensions, installation consulting and training	Yes	1	\$ 30,000.00	\$30,000.00
TFFJ: Farm Systems Equipment: Shallow Raft Culture Grow Rack Kit 8'	This is a 4-Tier Shallow Raft Culture Growing rack. It utilizes the shallow raft culture (SRC) hydroponic growing method to support leafy green and herb plants growth from seedling to mature plant. It is compatible with Beaver Plastic 2'x4' growing	Yes	9	\$ 7,300.00	\$65,700.00
TFFJ: Farm Systems Equipment: 20ft VCS		Yes	1	\$ 4,650.00	\$ 4,650.00
TFFJ: Farm System Equipment: Germinator	Cleans water for system	Yes	1	\$ 1,620.00	\$1,620.00
TFFJ: Farm Systems Equipment: Chiller Network		Yes	1	\$ 5,500.00	\$5,500.00
TFFJ: Farm Systems Equipment: Workstation Table	For collection of produce	Yes	1	\$620	\$620
TFFJ: Farm Systems Equipment: Rolling Staircase	for access to higher shelves	Yes	1	\$ 278.00	\$278.00
TFFJ: Farm Systems Equipment: Auto Grow Dosing System	Automatically manage nutrient and pH levels, set remote alarms and data log progress with a nutrient dosing system.	Yes	1	\$ 8,045.00	\$8,045.00
TFFJ: Laptop and Podium	for farm educator to track production	Yes	1	\$ 1,100.00	\$1,400.00
TFFJ: Farm Systems Equipment: Chrome Wire Shelving	72"x24"x86" - Storage	Yes	3	\$ 300.00	\$900.00
Signage and Marketing Materials - Community Outreach	advertising, fliers, recipes,	Yes			\$4,000.00
Farm Stand Kit and Components	Essential elements of a farm stand for farmer markets and events: produce bags, PPE, tent, dolly, portable cooking equipment, cleaning solution, weights, bungies, tables and table cloths, chairs, baskets, pens, and all things students will need to stand up a market	Yes	1		\$12,000.00
Payment Processing Equipment	Includes an iPad, SNAP/EBT Equipment and licensing fee	Yes	1		\$1,200.00
Remote Learning Lab Equipment and Curriculum	Table Top Hydroponic Farm Equipment and STEM Related Curriculum De	Yes			\$18,999.92
Total Operating Expenses					\$154,912.92
Personnel and Administrative Services					
Salary Employees					

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Lead Teacher - stipend	Farm Manager and facilitate afterschool club lessons. Receive initial training and ongoing PD from TFFJ staff regarding STEM curriculum.	Yes	50%	\$ 3,000.00	\$1,500.00
Farm Manager	Farm Manager and facilitate afterschool club lessons. Receive initial training and ongoing PD from TFFJ staff regarding STEM curriculum.	Yes	60%	\$ 50,000.00	\$30,000.00
Total Personnel Services					\$31,500.00
Construction Costs					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Construction Cost: Architect	Architect for Construction and Design Implementation	Yes	1	\$ 30,000.00	\$15,000.00
Construction Cost: Controlled Agriculture HVAC System	Includes purchase of HVAC system and Installation	Yes	1	\$ 75,000.00	\$75,000.00
Construction Cost: 200 AMP Panel	maintain electrical output from hydroponic farm	Yes	1	\$ 30,000.00	\$30,000.00
Construction Costs: Permits, Room Demolition and construction	removing old cabinetry and stoves/ovens, prep for controlled agricultural environment, add partition to separate room, relocate a wall	Yes			\$155,000.00
Construction Costs: Partition Wall with windows	separate a large 1800 square foot room into two section, one part the farm, the other part the classroom	Yes	1	\$ 25,000.00	\$25,000.00
Construction Costs: Reverse Osmosis System	1000 gallon/day filtration unit	Yes	1	\$ 1,000.00	\$1,000.00
Construction Costs: Commercial Grade Stainless Steel Sinks	One for food and one for cleaning farm equipment (clean and dirty), drain boards, wall mount sprays	Yes	1	\$ 1,400.00	\$1,400.00
Total Construction Costs					\$302,400.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$488,812.92
Indirect					
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
7.27% Indirect rate (if applicable):	Denver Public Schools Approved Indirect Rate: 7.27%				
TOTAL INDIRECT COSTS					\$35,536.70
ADDITIONAL FUNDING FOR EVALUATION					\$5,000.00
TOTAL AMOUNT REQUESTED FROM HFDK					\$529,350

EXHIBIT C

Timeline of Activities

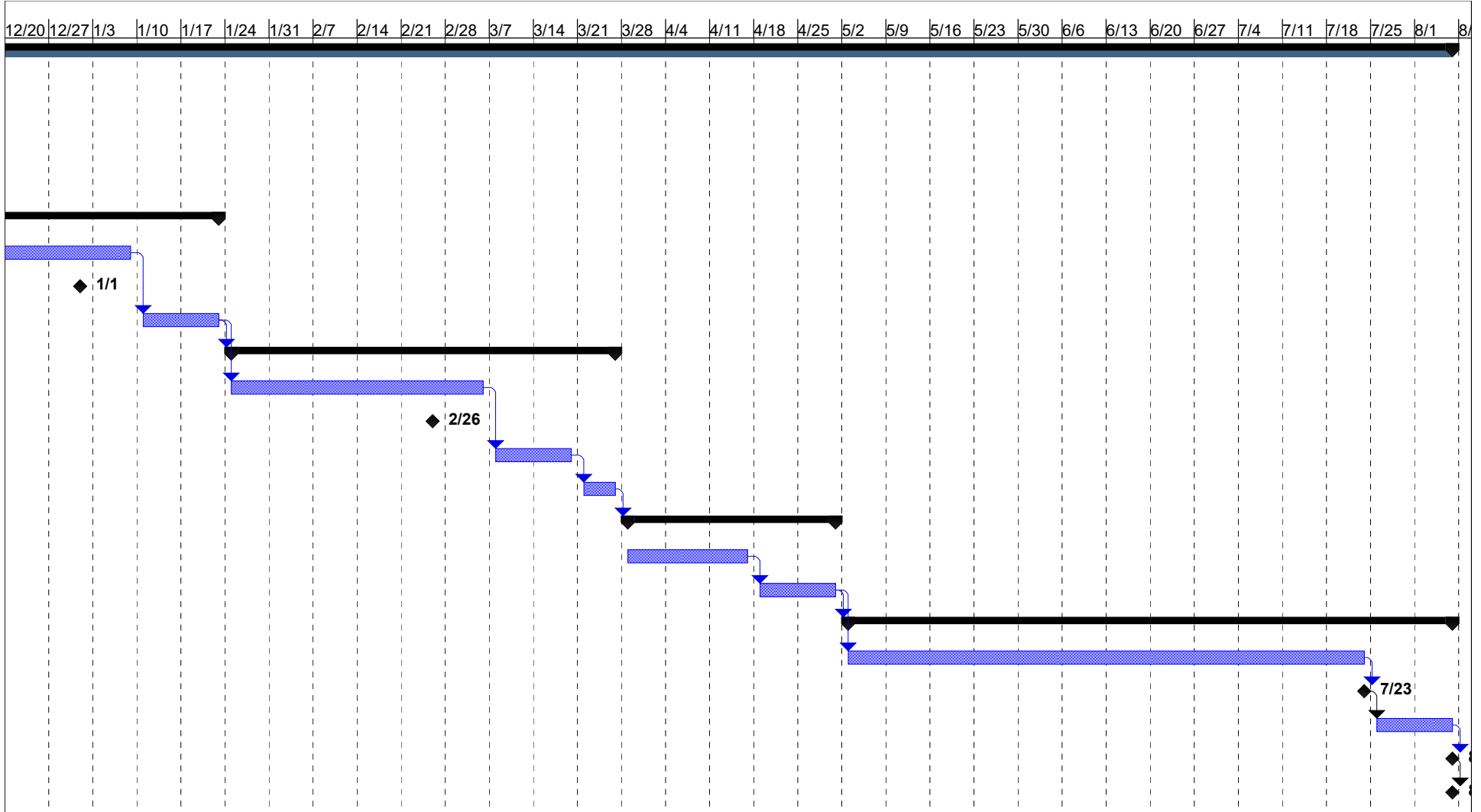
You may want to connect activities to goals and objectives	Staff	Timeframe			
		Q2	Q3	Q4	Q1
Activity/Benchmark	Persons/Agency Responsible	April-June	July-Sept	Oct-Dec	Jan-March
Curriculum Development: Professional Development and Training: <i>To ensure that students understand the concepts of hydroponic farming and urban agriculture; understand health and nutrition; and ensure that students feel more academically engaged in school, specifically around STEM education.</i>	<i>TFFJ, Big Green, FFA, CareerConnect Career Pathways team organized by paid facilitator</i>	Ongoing – started in June 2020 and will continue throughout the 2020-2021 and into year two			
Commence Introduction Course: Introduction to Agriculture, Food and Natural Resources (Level 1) Classes Commence - <i>ensure students feel more academically engaged in school, specifically around STEM education. (Remote learning resources will be purchased such as table-top-home-hydroponic-kits.)</i>	<i>Bruce Randolph Education Team</i>	<i>S2 Mar – May 2021 = Q4 of School year (S2)</i>		<i>S1 Oct – Dec 2020 = Q2 of School year</i>	
Work Based Learning Experience for students: <i>ensure that students feel more confident, gain leadership experience, and have the will and skills to advocate in the community in regards to food justice issues</i>	<i>CareerConnect Work Based Learning Team</i>			<i>November 2020 – Virtual Visits</i>	<i>March 2020– Virtual Visits, Virtual Internships</i>
Hire Architect: <i>To provide access to fresh and affordable produce for students and enable them to provide the same to their communities</i>	<i>CareerConnect Operations Team</i>		<i>Sept. 2020 – (Completed)</i>	<i>Design Phase ongoing</i>	<i>Construction Drawings</i>
Construction RFP Bidding : <i>To provide access to fresh and affordable produce for students and enable them to provide the same to their communities</i>	<i>CareerConnect Operations Team</i>	<i>April 2020</i>			

Construction: <i>To provide access to fresh and affordable produce for students and enable them to provide the same to their communities</i>		70 Days of Construction – May 3 – Aug 6			
Hire Farm Education Manager: <i>to manage the farm, and teach competencies that will ensure that students understand the concepts of hydroponic farming and urban agriculture – Leads students in farm build</i>	<i>Career Pathways Team, TFFJ Consultants and School Principal, BR Educator Team</i>		July 2021		
Order farm installation supplies; <i>Teens for Food Justice Consultant visit to Bruce Randolph to train education team on farm installation and programming: ensure that students understand the concepts of hydroponic farming and urban agriculture</i>	<i>CareerConnect pathways team and TFFJ</i>		July 2021		
Students Install Hydroponic Farm in Level 2 of program (Principles of Plant Science and Urban Farm Management): <i>students feel more academically engaged in school, specifically around STEM education and Urban Agriculture</i>	<i>Students, TFFJ, Bruce Randolph Education Team</i>		August / September 2021		
Evaluation and Monitoring Metrics Process Development: <i>aligned to all metrics</i>	<i>TFFJ, Advisory Committee, BR Education Team</i>	<i>Ongoing with grant evaluation teams</i>			
Students gather first distribution of produce: <i>To provide access to fresh and affordable produce for students and enable them to provide the same to their communities</i>	<i>Students and BR Education Team</i>			October 2021	
First Farm Distribution and Ribbon Cutting: <i>ensure that students feel more confident, gain leadership experience, and have the will and skills to advocate in the community in regards to food justice issues and To provide access to fresh and affordable produce for students and enable them to provide the same to their communities</i>				October/ November 2021	

ID	Task Name	Duration	Start	Finish	
1	DPS Bruce Randolph Hydroponics	240 days	Mon 9/7/20	Fri 8/6/21	
2	Schematic Design	60 days	Mon 9/7/20	Fri 11/27/20	
3	Programming	6 wks	Mon 9/7/20	Fri 10/16/20	
4	Schematic Design	4 wks	Mon 10/19/20	Fri 11/13/20	
5	Schematic Design Review	2 wks	Mon 11/16/20	Fri 11/27/20	
6	Design Development	40 days	Mon 11/30/20	Fri 1/22/21	
7	Design Development	6 wks	Mon 11/30/20	Fri 1/8/21	
8	Engineer Drawings to Architect	0 days	Fri 1/1/21	Fri 1/1/21	
9	Design Development Review	2 wks	Mon 1/11/21	Fri 1/22/21	
10	Construction Documents	45 days	Mon 1/25/21	Fri 3/26/21	
11	Construction Drawing Production	6 wks	Mon 1/25/21	Fri 3/5/21	
12	Engineer Drawings to Architect	0 days	Fri 2/26/21	Fri 2/26/21	
13	Construction Document Review	2 wks	Mon 3/8/21	Fri 3/19/21	
14	Construction Document Revisions	1 wk	Mon 3/22/21	Fri 3/26/21	
15	Bid Phase	25 days	Mon 3/29/21	Fri 4/30/21	
16	Bidding	3 wks	Mon 3/29/21	Fri 4/16/21	
17	Bid Evaluation	2 wks	Mon 4/19/21	Fri 4/30/21	
18	Construction	70 days	Mon 5/3/21	Fri 8/6/21	
19	Construction	12 wks	Mon 5/3/21	Fri 7/23/21	
20	Substantial Completion	0 days	Fri 7/23/21	Fri 7/23/21	
21	Punch list Correction	2 wks	Mon 7/26/21	Fri 8/6/21	
22	Final Completion	0 days	Fri 8/6/21	Fri 8/6/21	
23	Owner Move In	0 days	Fri 8/6/21	Fri 8/6/21	

Project: DPS Bruce Randolph 2020
Date: Wed 8/26/20

Task		Project Summary		Manual Summary	
Split		External Milestone		Start-only	
Milestone		Inactive Task		Finish-only	
Summary		Inactive Milestone		External Tasks	
Rolled Up Task		Inactive Milestone		External Milestone	
Rolled Up Split		Inactive Summary		Progress	
Rolled Up Milestone		Manual Task		Deadline	
Rolled Up Progress		Duration-only			
External Tasks		Manual Summary Rollup			



Project: DPS Bruce Randolph 2020
Date: Wed 8/26/20

Task		Project Summary		Manual Summary	
Split		External Milestone		Start-only	
Milestone		Inactive Task		Finish-only	
Summary		Inactive Milestone		External Tasks	
Rolled Up Task		Inactive Milestone		External Milestone	
Rolled Up Split		Inactive Summary		Progress	
Rolled Up Milestone		Manual Task		Deadline	
Rolled Up Progress		Duration-only			
External Tasks		Manual Summary Rollup			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2020

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: IMA Denver Team</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 303-534-4567</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: DenAccountTechs@imacorp.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Arch Insurance Company</td> <td style="text-align: right;">NAIC # 11150</td> </tr> <tr> <td>INSURER B : United Educators Ins., RRG</td> <td style="text-align: right;">10020</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: IMA Denver Team		PHONE (A/C. No. Ext): 303-534-4567	FAX (A/C. No):	E-MAIL ADDRESS: DenAccountTechs@imacorp.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Arch Insurance Company	NAIC # 11150	INSURER B : United Educators Ins., RRG	10020	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																					
INSURED Denver Public Schools Risk Management 780 Grant Street, Room 319 Denver CO 80203	DNVRPUB1																				

COVERAGES **CERTIFICATE NUMBER: 956493482** **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			M1976D	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			M1976D	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCX005713706	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER For Information Only	CANCELLATION 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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