

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 **FRONT LINE FARMING**, a Colorado nonprofit corporation, whose address is 2830 Clayton Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

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

3. TERM: The Agreement will commence on **August 1, 2022**, and will expire on **July 31, 2024** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement for one (1) additional one (1) year term. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts

set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

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

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED SEVENTEEN THOUSAND FIFTY-SEVEN DOLLARS AND FORTY-EIGHT CENTS (\$517,057.48)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the

Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by

the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

9. INSURANCE:

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

necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations

aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

10. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

17. CONFLICT OF INTEREST:

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

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

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

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

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the

U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

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

b. The Contractor certifies that:

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

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

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

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

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

subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

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

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

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

income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

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

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

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

all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City, at its sole discretion, may grant Contractor a royalty-free non-exclusive license (hereinafter “License”) to use Materials.

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

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

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise

the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – Reimbursement Invoice Form.

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Contract Control Number: ENVHL-202263811-00
Contractor Name: FRONT LINE FARMING

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-202263811-00
FRONT LINE FARMING

DocuSigned by:
Fatuma Emmad
B418DE6D1F8446C...

By: _____

Fatuma Emmad

Name: _____
(please print)

Title: _____ Executive Director
(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 Frontline Farming. Frontline Farming ("FLF") has been awarded **\$517,057.48 in Healthy Food for Denver's Kids** funds for the grant term of August 01, 2022- July 31, 2024. Focus Points Family Resource Center shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver's Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:
1. Frontline Farming propose to expand their educational presentations to both ECE schools and K-12 schools in Denver. FLF currently provides 1 to 2 hour in-person/virtual presentations to K-12 schools in Denver but would like to expand their education curriculum and reach to include children ages 0-5 and families who may not have access to food and nutrition resources. The target audience is children, families and ECE staff. FLF recognize that a lot of healthy habits and perceptions are built in the earliest years of a child's life, so will be intentional about establishing partnerships with Head Start affiliated programs which focus on children from birth to age 5 in low-income households. The presentations will begin during the 2022/2023 academic calendar year and will take place in-person at the school or virtually via zoom. FLF plans to provide a minimum of 20 educational presentations with 50% of the classes focused on children ages 0-5 and their parents. Presentations will introduce children in predominantly BIPOC communities to growing food, land-based learning, and accessible nutrition education, as well as present healthy food solutions to parents of young children and ECE school staff.
 2. In line with these educational programs, FLF propose to create an intersectional, farm-based curriculum for youth across Denver, through which youth will be taught how to access diverse and healthy foodways. Forty percent of this curriculum will be dedicated specifically to land-based learning and healthy foodways for children ages 0-5. Not only will this curriculum foster an early connection to food in young children, but it will also allow them to build curiosity and dexterity through direct engagement with the land. The curriculum will also contain resources for families and caregivers to engage in wellness activities with their young children at home. This curriculum will be created with BIPOC knowledge from FLF's vast network of growers and land stewards as well as lessons from FLF farmers and knowledge keepers. FLF understand the importance of diverse



EXHIBIT A

SCOPE OF WORK

knowledge and representation in education and will be directly connecting youth throughout Denver with important perspectives on holistic health and land-based relationships with our curriculum. FLF will hire a Youth Programming Coordinator to coordinate, compile and create this curriculum, as well as coordinating all of the youth-based programming under the direction of our Education Program Manager.

3. In previous years, FLF has hosted 1-hour, monthly garden classes on Saturdays at our Celebration Garden site during the months of June through October without funding due to their commitment to youth education. Due to the COVID-19 pandemic, the classes have paused. The classes are planned to restart in 2022 -2023 and begin engaging with 12 to 15 kids per class between the ages of 3 to 12 years old in Denver. FLF will provide garden based classes for all children, with outreach focused on immigrant and POC families, in topics such as planting, weeding, harvesting and vegetable tasting. Through a culturally responsive curriculum, FLF programming connects children and their parents to the land and their own historical ties to food and farming. The garden based programming will continue an FLF tradition by culminating in their Annual Harvest Festival where the youth and their families will engage in a community celebration with pumpkins, apple cider making, face painting, seed saving and a garden-based meal.
4. In 2022 FLF will be expanding farming and youth-based programming through partnership with New Hope Baptist Church. By expanding their current partnership with New Hope Baptist Church, an anchor institution for the Black community, we will create a community-based garden on the church grounds. This funding will support the building of the garden and the creating and implementation of youth-based programming in the Park Hill Neighborhood. This garden will serve Black children within the community, with specific programming hosted on a monthly basis tailored to/caretakers and children from 0-5. A section of the garden, containing raised beds for accessibility for small children and pregnant mothers will be allocated to younger children and their caretakers, where they can grow nutritious food and have a space for exploration and growth. This community garden will bring healthy accessible food, nutrition and farming education, and place-based learning to a historically Black community which has previously been exposed to cycles of harm from an environmental justice perspective. Funding will support a garden educator/ farmer who will be responsible for managing the garden and youth-based activities. Funding will also support a stipend for 5 older youth to become ambassadors within the community to bridge the gap between mothers, children and the garden. This garden will also address the need for multigenerational learning from birth to elderly by providing a space for the older members of the community to pass vital wisdom to mothers and small children within their neighborhood, a connection which is important for small children but often absent within the Black community because of the forceful divisions of families. This will be a year-round program for youth from February 2023 to August 2023.



EXHIBIT A

SCOPE OF WORK

5. FrontLine is unique in that they connect SNAP recipients directly to farm fresh food through a CSA and Double Up Food Bucks and also that FLF, as an organization, work to enroll families in SNAP through Colorado Peak. FLF currently employs 2 staff members that enroll families in Colorado in SNAP. FLF also accepts SNAP, WIC and Double Up Food Bucks at all of their farm sites. FLF SNAP clients are restricted from local food add-ons such as mushrooms because of federal restrictions and this funding will also help FLF supplement add-ons for families. FLF also face shortages in WIC funding for the number of clients that desire to use it for CSAs and have had to create matching fundraisers to pay for WIC clients. This funding will also allow FLF to provide these funds for WIC clients desiring to access CSAs. Lastly, this funding will allow FLF to increase youth and family access to Federal Nutrition Assistance Programs by adding another part-time staff member who will work year-round alongside our current team to enroll families in SNAP, WIC and Double-Up Food bucks. FLF will specifically focus a SNAP outreach coordinator on youth-serving organizations and spaces to enroll families and will build on FLF's SNAP outreach that is based in BIPOC serving spaces. FLF also recognize that Interpretation is an important goal that will be implemented in all of the programming that we propose, as it ensures language justice and wider access for our diverse communities.
6. All programming will provide snacks and meals for youths that meet CACFP standards. Eating while learning about food is vital for children and helps them to understand ways to engage in nutritious food. Funding will also provide money for students in FLF's program to experience foods from different environments and cultures that are representative of the communities served, as well as food that is based on different diets, such as veganism.

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

i. Roles

1. **Executive Director and Farm Director** - Oversees all FrontLine Farming activities including program direction, farm site direction including crop planning, planting and harvest, staff management and CSA planning, will specifically direct the design and implementation of the New Hope Baptist community garden site.
2. **The Center Director** - Oversees all educational programs and staff including curriculum planning, staff development and program specific decisions
3. **Educational Programs Manager** - Oversees and coordinates FrontLine programs that pertain to education and coordinates with Youth Programming Coordinator, presents both in-person and virtually for a minimum of 20 K-12 classes/departments annually, builds and maintains relationships with local schools and nonprofits
4. **Youth Programming Coordinator** - Coordinates with Educational Programs Manager to create an intersectional farm-based curriculum for K-12 youth, manages and teaches a majority of youth programming, coordinates with community partners to arrange educational trips for students



EXHIBIT A

SCOPE OF WORK

5. **Farmer and Park Hill Youth Coordinator** - Manages and stewards the community garden located at New Hope Baptist Church, supervises and teaches the Youth Interns and other community members who tend the garden, coordinates educational activities for the New Hope youth with Youth Programming Coordinator
6. **SNAP Programs Manager** - Organizes all SNAP enrollment events, conducts outreach to farmers, vendors and relevant partners, manages a team of 3 SNAP Coordinators
7. **SNAP Coordinator** - Works year-round alongside our current team to enroll families in SNAP, specifically focusing on youth-serving organizations
8. **New Hope Interns (5)**: Older youth from within and around the Park Hill Community who will work at the New Hope Baptist community garden as directed by the head Farmer; they will grow produce, participate in learning experiences around food advocacy and cultivation, and foster relationships with other youth members of the congregation to build leadership skills and act as a liaison between local families and the garden.
9. **Farmers** - Grows produce for our programs (CSAs and educational meals) as directed by the Farm Director at all 3 FLF farm sites, partners with the Education Programs Manager for occasional on-site programming
10. **FLF Data Team** - Collects and reports data through both quantitative and qualitative methods, such as periodic reports and creative storytelling
11. **Business Operations Manager** - Maintains systems of accounting and HR for all FLF programs

ii. Partnerships

1. **New Hope Baptist** - FLF partnered with New Hope Baptist, an anchor institution within the Park Hill community, for the last 3 years to create greater participation in farm-based education within FLF's Black communities. New Hope has asked FLF to support the building of a community garden and programming due to their dire community need for fresh food access and education, especially in light of the Pandemic. Church leader Reverend Eugene Downing, Community Elder Roy Roberts and Church Facilities Manager Hurschel Nance have worked to initiate and plan the garden vision over the last 2 years and have received approval on the proposal from their Board and congregation. The church will act as a host site for the farm and support outreach and the integration of elders and other community members. FLF is also working with the church to create a survey for the surrounding community, including their distribution preferences and what foods and education they are seeking. From August 2022- February 2023, FLF will be partnering with the church on the program planning and logistics, garden design and implementation. From February-April 2023, FLF will be coordinating with the church congregation to build out the garden. Towards the end of April, FLF will begin educational programming with the local youth.
2. **For SNAP**, FLF work with multiple food pantries to reach the most vulnerable communities, with a specific focus on immigrant and BIPOC



EXHIBIT A

SCOPE OF WORK

communities. This work will build on our relationships with our current partners, such as Commún, Kaizen Food Rescue, Bienvenidos Food Bank and We Don't Waste. In August 2022, FLF will continue to coordinate with these partners to identify needs of specific communities and ensure language justice. FLF will partner with these organizations year-round to connect these pantries with fresh food from FLF farms as well as enroll families in SNAP who are eligible. FLF will maintain communication with these partners to provide consistent feedback and data on the numbers of households reached at their sites.

3. **School Presentations-** FLF will continue to expand partnerships with schools already served such as Merrill Middle School, Bruce Randolph Middle, Columbine Elementary and Columbian Elementary. FLF will maintain partnership with 5280 Freedom School which teaches students from ECE-8th grade to become racially literate and civically minded by centering Black knowledge, people and principles. This school exists in order to dismantle oppressive systems and empower our students to transform the world. Beginning in August 2022, we will coordinate with the teachers and staff to plan educational programming and also provide surveys for feedback at the end of our presentations. Also, in the interest of improving equitable access in environmental education for BIPOC youth, FLF will expand our outreach and partnerships with K-12 schools in Denver that serve predominantly BIPOC students and families.

III. Program Locations:

The Grantee will serve the following locations;

Regis, Skyland, Berkeley, Goldsmith, Sunnyside, Clayton, Cole, Montbello, North Park Hill, Northeast Park Hill, Virginia Village

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



EXHIBIT A

SCOPE OF WORK

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

IV. Performance Management and Reporting

A. Performance Management

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

The Grantee will be reviewed for:

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

B. Reporting

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

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



EXHIBIT A

SCOPE OF WORK

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2023	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2023	Submitted through the Reporting Form
Report 3 (eighteen month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2024	Submitted through the Reporting Form
Report 4 (24 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2024	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee's participation in the macro evaluation. Grantees will be supported



EXHIBIT A

SCOPE OF WORK

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

II. Budget

A. Budget

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

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

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

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

III. Implementation and Timeline

A. Timeline

The timeline for this agreement is attached as an exhibit.

IV. Invoice

A. Invoice

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

V. Payments



EXHIBIT A

SCOPE OF WORK

- 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 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:



EXHIBIT A

SCOPE OF WORK

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

VII. Other

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

Additional document requirements that may be requested for this contract:

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

Exhibit B

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

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget

Organization Name	FrontLine Farming				
Term	Year 1				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)				
Budget Categories					
Food and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Educational Program printing	Flyers and worksheets for K-12 education programs	Yes	1000	\$ 0.87	\$870.00
Meal ingredients	Ingredients for snacks at Celebration Garden classes (8 weeks of classes once per week with 15 students per class)	Yes	120	\$ 10.00	\$1,200.00
New Hope Meals	Ingredients for meals during New Hope Baptist work days with youth (3 days per week, 20 weeks per year)	Yes	300	\$ 14.00	\$4,200.00
SNAP Program Printing and Mailing	Printing application and confirmation notification of enrollment estimated average 15 pages per family and 10 applications per month.	Yes	1500	\$ 1.42	\$2,130.00
Total Food and Supplies					\$8,400.00
Program Operating Expenses					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Youth Stipend for New Hope Garden	weed and harvest beds at New Hope Baptist Garden after school and during summer. Also included in the benefits are educational activities.	yes	1400	\$ 18.00	\$25,200.00
K-12 Program Mileage	Mileage pay for Education Programs Manager to travel to K12 schools (20 trips per school year, 10 miles roundtrip at \$0.585 rate)	Yes	20	\$ 5.90	\$118.00
Farmer Mileage	Mileage pay for Farmer to travel to New Hope Baptist 5 days per week (5 trips per week, 28 weeks per year, 10 miles roundtrip at \$0.585 rate)	Yes	140	\$ 5.90	\$826.00
SNAP Mileage	Stipends for mileage for SNAP team (2 trips per week, 40 weeks per year for 3 SNAP team members, 15 miles round trip at \$0.585 rate)	Yes	240	\$ 8.85	\$2,124.00
New Hope Educational Experiences	twice per month throughout season. (8 months, 10 youth maximum, 2 times per month)	Yes	128	\$ 60.00	\$7,680.00
Total Operating Expenses					\$35,948.00
Personnel and Administrative Services					
Salary Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Education Programs Manager	including coordination and calendars for all K-12 schools and Columbian Elementary garden classes. They will also supervise the Educational	Yes	50%	\$ 43,600.00	\$21,800.00
Executive Director / Farm Director	Farming but specifically will design, build and maintain the New Hope garden project until the farmer is fully trained.	Yes	10%	\$ 75,809.50	\$7,580.95
SNAP Programs Manager	This person manages coordination of SNAP enrollment events, farmer and vendor outreach, and management of 2 SNAP Coordinators	Yes	50%	\$ 51,230.00	\$25,615.00
The Center Director	This staff member oversees all educational programs and supervises the work of the Education Programs Manager	Yes	50%	\$ 20,165.00	\$10,082.50
Youth Programming Coordinator	curriculum development for our K-12 program including teaching 1 hour classes twice a week from August to October. Additionally they will assist	Yes	100%	\$ 43,600.00	\$43,600.00
Hourly Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Farmer and Park Hill Youth Coordinator	7 hours per day they will travel to the site to weed, harvest and plant as needed. This person will be assisted in that work by 5 youth members for	Yes	840	\$ 21.80	\$20,076.00
SNAP Coordinator	will also work to connect with Colorado farmers at markets to teach them about becoming SNAP vendors. (15 hours per week, 50 weeks per year)	Yes	750	\$ 18.00	\$13,500.00
Interpretation	provide interpretation from English to Spanish as needed. They will also translate educational documents, class advertisements, etc as needed.	Yes	200	\$ 30.00	\$6,000.00
					\$0.00
Total Personnel Services					\$148,254.45
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative

New Hope Baptist Build Out	50' x 50' space Materials, labor and design for raised beds	Yes	1	\$ 20,000.00	\$20,000.00
New Hope Baptist Yearly Costs	shovels, 1 wheelbarrow, 2 weed hoes, Ground Cover, Trellis materials, Seeds, Plants and Soil Amendments	Yes	1	\$ 1,650.00	\$1,650.00
Harvest Festival October 2022	and beverages for families and children in programs (approx 15 families with 4-6 members)	Yes	1	\$ 2,168.00	\$2,168.00
Supplemental Add Ons for SNAP Recipients	through SNAP benefits (delivery \$125 per season, mushrooms \$88 per season)	Yes	30	\$ 213.00	\$6,390.00
WIC Family Support	20 Families on WIC to access yearly CSA share with delivery and mushrooms. (single share \$393, delivery \$125, mushrooms \$88)	Yes	20	\$ 606.00	\$12,120.00
Total Other					\$42,328.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$234,930.45
Indirect					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.				10% of Direct Costs
TOTAL INDIRECT COSTS					\$23,493.05
TOTAL AMOUNT REQUESTED FROM HFDK					\$258,423.50

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

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

Healthy Food for Denver's Kids Program Budget

Organization Name	FrontLine Farming
Term	Year 2
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Educational Program printing	Flyers and worksheets for K-12 education programs	Yes	1000	\$ 0.87	\$870.00
Meal ingredients	Ingredients for snacks at Celebration Garden classes (8 weeks of classes once per week with 15 students per class)	Yes	120	\$ 10.00	\$1,200.00
New Hope Meals	Ingredients for meals during New Hope Baptist work days with youth (3 days per week, 20 weeks per year)	Yes	300	\$ 14.00	\$4,200.00
SNAP Program Printing and Mailing	Printing application and confirmation notification of enrollment estimated average 15 pages per family and 10 applications per month.	Yes	1500	\$ 1.42	\$2,130.00
					\$0.00
Total Food and Supplies					\$8,400.00

Program Operating Expenses

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Youth Stipend for New Hope Garden	weed and harvest beds at New Hope Baptist Garden after school and during summer. Also included in the benefits are educational activities.	yes	1400	\$ 18.00	\$25,200.00
K-12 Program Mileage	Mileage pay for Education Programs Manager to travel to K12 schools (20 trips per school year, 10 miles roundtrip at \$0.585 rate)	Yes	20	\$ 5.90	\$118.00
Farmer Mileage	Mileage pay for Farmer to travel to New Hope Baptist 5 days per week (5 trips per week, 28 weeks per year, 10 miles roundtrip at \$0.585 rate)	Yes	140	\$ 5.90	\$826.00
SNAP Mileage	Stipends for mileage for SNAP team (2 trips per week, 40 weeks per year for 3 SNAP team members, 15 miles round trip at \$0.585 rate)	Yes	240	\$ 8.85	\$2,124.00
New Hope Educational Experiences	twice per month throughout season. (8 months, 10 youth maximum, 2 times per month)	Yes	128	\$ 60.00	\$7,680.00
Total Operating Expenses					\$35,948.00

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Education Programs Manager	including coordination and calendars for all K-12 schools and Columbian Elementary garden classes. They will also supervise the Educational	Yes	50%	\$ 45,780.00	\$22,890.00
Executive Director / Farm Director	Farming but specifically will design, build and maintain the New Hope garden project until the farmer is fully trained.	Yes	10%	\$ 79,600.52	\$7,960.05
SNAP Programs Manager	This person manages coordination of SNAP enrollment events, farmer and vendor outreach, and management of 2 SNAP Coordinators	Yes	50%	\$ 53,791.50	\$26,895.75
The Center Director	This staff member oversees all educational programs and supervises the work of the Education Programs Manager	Yes	50%	\$ 20,710.00	\$10,355.00
Youth Programming Coordinator	curriculum development for our K-12 program including teaching 1 hour classes twice a week from August to October. Additionally they will assist	Yes	100%	\$ 45,780.00	\$45,780.00

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Farmer and Park Hill Youth Coordinator	7 hours per day they will travel to the site to weed, harvest and plant as needed. This person will be assisted in that work by 5 youth members for	Yes	1400	\$ 22.89	\$33,810.00
SNAP Coordinator	will also work to connect with Colorado farmers at markets to teach them about becoming SNAP vendors. (15 hours per week, 50 weeks per year)	Yes	750	\$ 18.50	\$13,875.00
Interpretation	provide interpretation from English to Spanish as needed. They will also translate educational documents, class advertisements, etc as needed.	Yes	200	\$ 31.50	\$6,300.00
					\$0.00
Total Personnel Services					\$167,865.80

Other / Miscellaneous

Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
New Hope Baptist Yearly Costs	shovels, 1 wheelbarrow, 2 weed hoes, Ground Cover, Trellis materials, Seeds, Plants and Soil Amendments	Yes	1	\$ 1,650.00	\$1,650.00
Harvest Festival October 2023	and beverages for families and children in programs (approx 15 families with 4-6 members)	Yes	1	\$ 2,168.00	\$2,168.00
Supplemental Add Ons for SNAP Recipients	through SNAP benefits (delivery \$125 per season, mushrooms \$90 per season)	Yes	30	\$ 215.00	\$6,450.00
WIC Family Support	20 Families on WIC to access yearly CSA share with delivery and mushrooms. (single share \$417, delivery \$125, mushrooms \$90)	Yes	20	\$ 632.00	\$12,640.00
Total Other					\$22,908.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$235,121.80
Indirect					
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.	10% of Direct Costs			
TOTAL INDIRECT COSTS					\$23,512.18
TOTAL AMOUNT REQUESTED FROM HFDK					\$258,633.98

Total Contract Maximum Amount (August 1, 2022- July 31, 2024)	\$517,057.48
----------------------------------------------------------------------	---------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2022

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

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

PRODUCER Smith & CO, LLC 7867 W 38th Ave Wheat Ridge, CO 80033	CONTACT NAME: Smith & CO, LLC PHONE (A/C, No, Ext): 303-860-8900 FAX (A/C, No): 303-295-7004 E-MAIL ADDRESS: l.sena@smithandco.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Amwins/Mesa
FrontLine Farming 2830 Clayton St Denver, CO 80205	INSURER B: Progressive
	INSURER C: Pinnacle
	INSURER D:
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MP004016007161	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			03259905	02/11/2022	02/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 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 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4232605	08/26/2022	08/26/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

HFDK_Frontline Farming_Grant Agreement ENVHL-202263811

As required by written contract, City & County of Denver, its Elected & Appointed Officials, Employees, & Volunteers are included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Dept of Public Health & Environment Division of Shared Services & Business Operations 101 W Colfax Ave Suite 800 Denver, CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Exhibit D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name, Title	
Date	