THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **VIVE (also known as VIVE WELLNESS)**, a Colorado nonprofit corporation whose address is 1620 East 36th Avenue, Denver CO 80205 (the "Contractor"), jointly ("the Parties").

RECITALS:

- A. The Parties entered into an Agreement dated August 12, 2020, an Amendatory Agreement dated March 27, 2021, and a Second Amendatory Agreement dated September 28, 2021 (collectively, the "Agreement") to perform and complete all of the services set forth on Exhibit A, the Scope of Work, to the City's satisfaction.
- **B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 19-No Employment of Illegal Aliens, update paragraph 22-No Discrimination in Employment, amend the scope of work, and amend the budget.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

- 1. Section 3 of the Agreement entitled "<u>**TERM**</u>" is hereby deleted in its entirety and replaced with:
- "3. <u>TERM</u>: The Agreement will commence on **August 1, 2020** and will expire on **July 31, 2023** (the "Term"). The Term may be extended by the City under the same terms and conditions for up to five years from the commencement date. 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 will extend until the work is completed or earlier terminated by the Executive Director."
- 2. Section 4 of the Agreement entitled "<u>COMPENSATION AND PAYMENT</u>" Subsection d. (1) entitled "<u>Maximum Contract Amount:</u>" is hereby deleted in its entirety and replaced with:

"d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,725,000.00)** (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."

3. Section 19 of the Agreement entitled "<u>NO EMPLOYMENT OF ILLEGAL</u> <u>ALIENS TO PERFORM WORK UNDER THE AGREEMENT:</u>" is hereby deleted in its entirety and replaced with:

"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."
- 4. Section 22 of the Agreement entitled "<u>NO DISCRIMINATION IN</u> <u>EMPLOYMENT</u>" is hereby deleted in its entirety and replaced with:
- ****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."
- 5. **Exhibit A, Exhibit A-Amendment01,** and **Exhibit A-Amend02** are hereby deleted in its entirety and replaced with **Exhibit A-Amend03, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-Amendment01,** and **Exhibit A-Amend02** are changed to **Exhibit A-Amend03**.
- 6. **Exhibit B, Exhibit B-Amendment01** and **Exhibit B-Amendment02** are hereby supplemented with **Exhibit B-Amendment03**, **Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-Amendment01** and **Exhibit B-Amendment02** are supplemented with **Exhibit B-Amendment03**.

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Third Amendatory 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:

Contractor Name:	VIVE
IN WITNESS WHEREOF, the parties Denver, Colorado as of:	s have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of Der	nver
By:	By:
	Ву:

ENVHL-202264172-03/ ENVHL-202055219-03

Contract Control Number: Contractor Name:

ENVHL-202264172-03/ ENVHL-202055219-03 VIVE

	DocuSigned by:
D	Yoli Casas
Ву:	B5A7C32682CD4BD
	veli casas
	Yoli Casas
Name:	·
	(please print)
	Executive Director
Title: _	
	(please print)
ATTE	ST: [if required]
By:	
Name:	:
	(please print)
	1 /
Title:	
	(please print)
	1 1 7



SCOPE OF WORK

I. Purpose of Agreement

A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and ViVe Wellness ("ViVe"). ViVe 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.

ViVe has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- \$349,768 for Term 1 (August 1, 2020 July 31, 2021)
- \$125,232 for Term 1 COVID Supplemental Funds (February 1, 2020 July 31, 2021)
- \$500,000 for Term 2 (August 1, 2021 July 31, 2022)
- \$750,000 for Term 3 (August 1, 2022- July 31, 2023)
- Cumulative Maximum Contract Amount: \$1,725,000

For term 3 -August 1, 2022 - July 31st, 2023, asking the same \$500,000 for our current program to remain the same and an additional \$250,000 for the new program Early childhood (Birth to Five) Healthy food delivery.

II. Program Services and Descriptions

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

*I.*ViVe will serve individual youth and their parents through the program "Comiendo Saludable". This program has three (3) areas, 2 will be funded through HFDK:

- 1. Obtain, assemble, and deliver healthy food Bags to youth that are food insecure in the neighborhoods Vive offers programs
- Provide education on healthy eating and skills and connection to resources to grow healthy food. This includes growing gardens teaching where foods come from and linking free and low-cost gardening opportunities to families, such as community and home gardens.

Comiendo Saludable integrates with ViVe's out of school program that includes physical activity, mindfulness and nature. The program will serve youth participants from the out of school wellness programs. ViVe follows the following schedule for their program for a total of 46 weeks of programing/year

- Winter/Spring (18 weeks)
- Summer season (12 weeks)
- Fall season (16weeks)



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II. VIVE is adding and requesting additional funding for the early childhood (Birth to five years old) ViVe will serve individual youth birth to five and their parents through the program "Comiendo Saludable". We have connected with early childhood programs such as the Hippy programs and childcare programs. This program has two (2) areas, one (1) will be funded through HFDK:

1. Area of focus #1 - ViVe's program will Obtain, assemble, and deliver healthy food Bags/boxes, youth that are food insecure in the neighborhoods we offer programs.

The food boxes will be delivered two (2) times per month. Additional Each youth will receive a healthy food box that will cover at Least one healthy meal per day. The Healthy bag/box will include fresh fruit, vegetables, healthy grains, dairy products, and meat produce. Additionally for the Early childhood program, VIVE will deliver baby formula as well as a Bullet to make baby food. It will avoid offering products high in sugar or canned vegetables or fruits. ViVe plans on purchasing 65% of the healthy food box and acquire the other 35% through the partnership at food banks, pantries and foundations to leverage resources.

Area of focus #2 – ViVe will provide necessary education, skills and tools to grown healthy food. We will continue to create new garden or updates unused gardens - ViVe will partner with other organizations and with an expert on assisting with the virtual education and hands on education. ViVe will offer education and hands on skills to create the gardens throughout the year. ViVe will continue to use community knowledge on culturally responsive healthy recipes from the foods that are being delivered and will provide education classes on nutrition, healthy foods, and culturally healthy dishes. ViVe will continue with nutrition and healthy eating classes.

ViVe will continue to partner with HFDK to expand food provision and education services to include information about federal nutrition assistance programs (e.g. providing SNAP, WIC, P-EBT, etc. enrollment resources for youth to bring home, at family cooking classes, etc.

B. Roles:

Coordinators: Three (4) coordinators and a program director will oversee ViVe's Comiendo Saludable out of school program to match the focus areas

- HFKD Program Director: Logistics Coordinator to manage contractors, schedule food orders and manage deliveries, Data collection will focus on both programs
- <u>HFKD Coordinators:</u> 1 full time for the current program and one new part time to oversee the new program - Coordinate food pick-up and delivery; identify family to receive goods; track items distribute, Coordinate all of the kids deliveries, partnerships to pick-ups the foods, set up deliveries, help with deliveries
- HFDK: Part time Coordinator for Early Childhood program/routes/coordinate food pick up and deliveries schedule



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- <u>Nutrition and Healthy Food/Snack Coordinator</u>: design healthy food plan for the snacks and for for the Bags/Boxes and Snacks and offer education. include planning the healthy food and nutrition talks, making sure all snacks and food boxes are following the healthy foods guidelines.
- Gardening coordinator: schedule education classes, work on the plots, and activate community gardens and family gardens with the additional Instructors and organizations that will be offering the education sessions virtually and in-person.
- Food Delivery Team # 1 -current for youth program : Deliver, acquire food, package, bag them, drive to pick up all
- Food delivery team # 2 new program Early childhood program 2 full time team
- ViVe Executive Director: Oversee the program complete reports, supervise staff

Leadership:

- Yoli G. Casas, ViVe;s Program Director has a Masters degree in Exercise Physiology and a minor in general nutrition. She brings over 30 years of experience working with youth and adults in the area of wellness. She will be overseeing the program and meeting with each coordinator weekly as well as holding a team meeting each week. She will complete the program report and meeting with the evaluation team.
- Ana Louisa Gallardo is the coordinator for gardening and growing healthy food Program
- Jeannete Sorensen-Hickok is the nutrition and heathy foods coordinator. She has a nutrition certification from NASM. She is passionate about anything that has to do with nutrition, healthy foods and gardening. She has over 10 years of experience on the area of nutrition.
- Brooke Reeves is the mindfulness and Physical activity coordinator, she has a degree in education in the areas of Physical activity as well as a yoga/mindfulness coach certification. She will be meeting with the Director for the healthy snacks delivering at ViVe's out of school programs.
- Claudia Zubia is the HFKD Coordinator she lead the first year and did an amazing job.
 Coordinate food pick up and delivery; identify family to receive goods; track items distribute, Coordinate all of the kids deliveries, partnerships to pick ups the foods, set up deliveries, help with deliveries
- Sendy Caravello Snack coordinator will also be leading the early childhood scheduling and setting up for delivery working together with the delivery team.

Partners: ViVe works in partnerships with other organizations such as The GrowHaus and Dalhia campus, cooking matters in providing additional information. ViVe has a secured partnership with Metro Caring, Denver Urban gardens and Urban Farming.

C. Program Locations:

#1 – Main Focus: Delivery Healthy Food Bags/Boxes to youth

We have 8 routes based on Zip codes: Cole, Montbello A, Swansea A, globeville, Park Hill, Montbello A and Green Valley Ranch, Swansea B, South East (Ruby Hills, westwood)



SCOPE OF WORK

#2 – Education and Gardening: Vive will have 2 Gardens: Maxwell elementary and Globeville garden – The education will be sometimes at the garden and other on Facebook, Zoom and in person in the office at1620 east 36th avenue, Denver CO 80205

D. Implementation and Timeline

Vive will continue with the Food Bags/boxes deliveries and gardening education programs

August 1 – December 16th, 2022 - Vive will start with the Healthy Bags deliveries, surveys and identifying new participants in the program. Vive will continue with the weekly deliveries of 8 totally different routes for a total of 900 children that are part of the Healthy Bag/boxes delivery program alone.

August 1 - December 16th, 2022 ViVE will start the new program Early childhood (Birth to five) and have 4 new routes/stations to supply and deliver healthy food bags to 300 children birth to five.

August 1 – October 15th, 2022 – Continue with the garden, harvesting and will finish with putting the garden to bed – education through - out this entire process.

January 9th, 2023 – July 31, 2023: continue with the Healthy Bags deliveries, surveys and identifying new participants in the program. Vive will continue with the weekly deliveries of 8 totally different routes for a total of 900 children that are part of the Healthy Bag/boxes delivery program alone.

January 9th, 2023 - July 31st, 2023 ViVe will continue with the new program of Early childhood delivery of health food bags to 350 individual children through 4 routes/ stations

October 16th – March 31st, 2023 – Education and indoor growing

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

Participation in the Macro Evaluation

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data



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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.).

I. 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.

Report # and	Description	Due Date	Reports to be sent to:
Name			



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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
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

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

I. 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



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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. Invoice

A. Invoice

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

III. Payments

- A. Invoices and reports shall be completed and submitted to the <u>HFDKinvoices@denvergov.org</u> 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. Invoices shall be processed with immediate payment terms.

IV. 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.



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- 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
 - o Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
 - Candy
 - o Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
 - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, grantees will be asked to:

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

V. Other

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

Additional document requirements that may be requested for this contract:

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

	Healthy Food for Denver's Kids Prog	ram Budget		
Organization Name	ViVe			
Term	Year 3 (8/2022 - 7/2023)			
Request for Proposal Name	Healthy Food for Denver's Kids			
	Budget Categories			
	Food and Supplies			Total Amount
ltem	Description of Item	Quantity	Per Item Cost	Requested from Healthy Food for Denver's Kids Initiative
Eggs & Milk	Milk, Butter, Eggs, cheese	3500	\$4.95	\$17,325.00
Dry Goods	Beans, Rice, Pasta, Bread, Tortillas	15000	\$2.85	\$42,750.00
Meat	Beef, Chicken, Fish	20500	\$5.95	\$121,974.50
Produce	Assorted Fruits & Vegetables	58000	\$2.25	\$130,500.00
Ice	Ice for Coolers during delivery	350	\$ 1.50	\$525.00
Infant Supplies	Formula / Baby Food	1650		\$30,937.50
		Total Food	d and Supplies	\$344,012.00
	Program Operating Expenses	3		
				Total Amount Requested from Healthy Food for Denver's Kids
ltem	Description of Item	Quantity	Per Item Cost	Initiative
Truck rental - refrig / Uhaul / gas	rental of van, gas, mileage	45	\$ 700.00	\$31,500.00
Supplies	Monthly cost for Supplies including delivery bags, paper & ink, coolers	12	\$ 450.00	\$5,400.00
Storage and Office	Storage for dry goods	12	\$ 200.00	\$2,400.00
	Garden seeds, food preservation - community garden			
Garden Supplies	plot & suppplies	5	\$ 1,100.00	\$5,500.00
Blenders	Distributed to families for home prep of baby food	180	\$ 50.00	\$9,000.00
Commercial Refridgerator	Cooling unit for on-site storage of perishable items	1	\$ 4,000.00	\$4,000.00
		Total Opera	iting Expenses	\$57,800.00
Salary Employees				
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Vivo Evos Director	Oversee the program - complete reports, supervise	10%	\$ 70.135.00	67,000,05
Vive Exec Director	staff	10%	\$ 70,125.00	\$7,006.25
Hourly Employees				
Hourly Employees Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
HFKD ProgramCoordinator -	Coordinate food pick up and delivery; identify family to receive goods; track items distributed, Coordiante all of the kids deliveries, partnerships to pick ups the foods, set up deliveries, help with deliveries (1 FTE - 40 hrs)	2080	\$ 24.00	\$49,920.00

Г	Coordinate food pick up and delivery; identify family to		1	1			
	receive goods; track items distributed, Coordiante all of the						
	kids deliveries, partnerships to pick ups the foods, set up						
	deliveries, help with deliveries, survey						
Early Childhood Coordinator	(1 FTE = 40 Hours)	2080	\$ 20.00	¢41 600 00			
Nutrition and Healthy Food	(1 FTE - 40 HOUIS)	2060	\$ 20.00	\$41,600.00			
•	and to the least three beautiful and a section	200	1, 20,00	64.000.00			
Coordiantor	coordinate healthy bags and snacks	200	\$ 20.00	\$4,000.00			
	Prepare garden plot, coordinate supplies - teach family	450		4			
Garden Coordinator	skills	450	\$ 20.00	\$9,000.00			
	Deliver, aquire food, package, bag them, drive to pick up						
	all, complete surveys with participants		1.				
Food Delivery Team - Youth Program	(2.5 FTE staff)	5200	\$ 18.00	\$93,600.00			
	Deliver, aquire food, package, bag them, drive to pick up						
	all, complete surveys with participants						
Food Delivery Team - Early Childhold	(1.75 FTE = 2 staff x 32 hrs)	3640	\$ 18.00	\$65,520.00			
	prep & deliver healthy snacks to youth and coordiante with						
Sanck Prep Coordinator	coordiantor (25% FTE)	520	\$ 18.00	\$9,360.00			
				\$280,006.25			
	Other / Miscellaneous						
				Total Amount			
				Requested from			
				Healthy Food for			
				Denver's Kids			
ltem	Description	Quantity	Per Item Cost	Initiative			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
			Total Other	\$0.00			
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)							
	Indirect						
				Total Amount			
				Requested from			
	Denver's Kids						
ltem	Description Initiative			Initiative			
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on \$6						
		TOTAL IND	IRECT COSTS	\$68,181.75			
TOTAL AMOUNT REQUESTED FROM HFDK							

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2022

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.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t				100 B 100 C 100 C			require an endorsement.	A sta	atement on
PRO	DUCER				CONTAC NAME:	CT				
Р	innacol Assurance			8	PHONE (A/C, No	Eut).		FAX (A/C, No):		
7	501 E. Lowry Blvd				E-MAIL ADDRES		pinnacol.com	(ACC, NO).		
	enver, CO 80230			8	AUDHES					
					INSTIRE	RA: Pinnacol		IDING COVERAGE		NAIC # 41190
INSU	RED				INSURE					
-	'iVe 321 Estes Street				INSURE	RC:				
_	321 Estes Street rvada, Colorado 80211				INSURE	RD:				
,	arvada, Golorado Gozi i				INSURE	RE:				
					INSURE	RF:				
_				E NUMBER:				REVISION NUMBER:		
IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME TAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	T TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY					***	100	DAMAGE TO RENTED	\$	
	CLAIMS-MADE OCCUR								\$ \$	
								The second of the second of	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:		_					COMPINED ONIOLE LINES	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED								\$	
	AUTOS ONLY AUTOS NON-OWNED						:	PROPERTY DAMAGE	\$ \$	
	AUTOS ONLY AUTOS ONLY							(Fer accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N 4220937				X PER STATUTE OTH-	2010000		
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		4220937	12	12/21/2021	12/21/2022	E.E. E. IO. I. TO GID E. I. I	\$ 100,00	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 100,00 \$ 500,00	
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DISEASE - POLICY LIMIT	\$ 000,00	*
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	I EQ (ACORE	3 101 Additional Bamarka Sahadu	lo may be	attached if more	a angeo le requir	ad)		9
DESC	CHIE HON OF OPERATIONS / LOCATIONS / VEHIC	LES (LONL	7 101, Additional Remarks Schedul	e, may be	attauned ii more	e shace is reduir	su,		
Сс	mmunity fitness and wellness programs									
CE	RTIFICATE HOLDER				CANC	ELLATION				
					CANO	LLLATION	3.20.00000			
20	ity and County of Denver 01 W Colfax Ave enver, CO 80202				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL BI Y PROVISIONS.		
					AUTHOR	RIZED REPRESE	NTATIVE			
					Pinn	acol Assura	nce			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2022

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

certificate fiolder in fied of 3defi e	naoraement(a).		
PRODUCER P: 704-333	-1414	CONTACT JEFFREY T BROWN: JT Brown	n Insurance Agency, Inc
JT Brown Insurance Agency		PHONE (A/C, No, Ext): P: 704-333-1414	FAX (A/C, No):
6135 Park South Dr. Ste 510		E-MAIL ADDRESS: jeff@jtbrowninsurance.com	
Charlotte, NC 28210		INSURER(S) AFFORDING COVERAGE	NAIC #
www.jtbrowninsurance.com	E: info@jtbrowninsurance.com	INSURER A: Nationwide Mutual Insurance (Co 23787
INSURED	•	INSURER B: Scottsdale Insurance Co	41297
Vive		INSURER C:	
PO Box 11003		INSURER D:	
Denver, CO 80212		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

		JSIONS AND CONDITIONS OF SUCH I			LINITO GLIGWINIAT HAVE BEEN I				
INSR LTR				SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	GEN	IERAL LIABILITY	~					EACH OCCURRENCE	\$ 2,000,000
Α	'	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
		CLAIMS-MADE OCCUR			6BRPG0000007644700	01/14/2022	01/14/2023	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 2,000,000
								GENERAL AGGREGATE	\$ 5,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	~	POLICY PRO- JECT LOC						Prof Liab	\$ \$1,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	(Mar	ricer/member excluded?	, ۸					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
В	Cyl	ber Liability	~		EKI3362298	01/14/2022	01/14/2023	\$1,000,000	
Α	Leg	gal Liab to Participants	~		6BRPG0000007215100	01/14/22	01/14/23	\$2,000,000	
Α	Se	xual Abuse & Molestation	/		6BRPG0000007215100	01/14/22	01/14/23	\$100,000	

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

CERTIFIED INSTRUCTOR OF CHILDRENS FITNESS PROGRAMS

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the Commercial General Liability"

CERTIFICATE HOLDER	CANCELLATION
City & County of Denver Department 1101 201 W. Colfax Ave.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Denver, CO 80202	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

		AGE	LOC #:	_	
ACORD®	ADDITIONA	L REMA	ARKS SCHEDULE	Page	of
AGENCY			NAMED INSURED		
JT Brown Insurance Agency			Vive		
POLICY NUMBER			PO Box 11003		
			Denver, CO 80212		
CARRIER		NAIC CODE			
			EFFECTIVE DATE:		
ADDITIONAL REMARKS					

	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: FORM TITLE:	
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