

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JOVIAL CONCEPTS, INC.**, a Colorado nonprofit corporation, whose address is 5045 West 1st Avenue, Denver, Colorado 80219 (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, 2024**, and will expire on **July 31, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

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

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

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

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS (\$669,288.47)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

**6. TERMINATION:**

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

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

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

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

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

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

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

**9. INSURANCE:**

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

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

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

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

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

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

**17. CONFLICT OF INTEREST:**

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

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

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

Executive Director of Public Health and Environment or Designee  
101 W. Colfax Avenue, Suite 800  
Denver, Colorado 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. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

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

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

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

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

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

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

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

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

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

**29. CONFIDENTIAL INFORMATION:**

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

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

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

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

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

**33. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**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** – Timeline and Implementation.

**Exhibit E** – Invoice Reimbursement Form.

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**Contract Control Number:** ENVHL-202474844-00  
**Contractor Name:** JOVIAL CONCEPTS, INC.

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-202474844-00  
JOVIAL CONCEPTS, INC.

DocuSigned by:  
*Kristina Welch*  
83E79AC33D33436...

By: \_\_\_\_\_

Kristina Welch

Name: \_\_\_\_\_  
(please print)

Executive Dir

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# EXHIBIT A

## SCOPE OF WORK

### I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and Jovial Concepts (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

Jovial Concepts has been awarded **\$669,288.47** in Healthy Food for Denver’s Kids funds for the maximum contracted amount for a contract term of August 1, 2024- July 31, 2027.

### II. Program Services and Descriptions

The Provider will be granted funds to provide the following services:

Jovial Concepts will serve a minimum 2,500 youth per year for the three-year grant period across the Barnum, Athmar Park, Valverde, Sunnyside, and other nearby neighborhoods through its culturally responsive gardening, nutrition, cooking, food access, and SNAP enrollment activities.

- **Jovial Gardens in Denver:** The garden program in Denver will provide 30 beds for youth to cultivate and harvest. Youth and adults participate in education and gardening “seed to table” to expand their knowledge about healthy food, nutritional choices, and how to prepare meals and food. This program runs Saturdays 10am-2pm March-November. Harvested food will feed a minimum of 1,540 kids in Denver, 0-18, with organic produce. Milestone: cultivation and harvest of 30 garden beds in Denver

- **SNAP enrollments:** Jovial provides federal assistance sign-up for youth and families, facilitating access to food. This includes educating the community and enrollment of eligible households in Supplemental Nutrition Assistance Program (SNAP) and other programs. In the new grant year, Jovial educates and will track for HFDK a minimum of 1,000 families per year about SNAP and Double Up Food Bucks (which translates to approximately 6 enrollments per month via Salvation Army); assistance centers on education and navigation. Other programs include EOC, Services de la Raza, Food Bank Services, etc  
Milestone: sign up 72 families per year with 160 children

- **Youth Garden Programs:** Jovial’s Afterschool Enrichment at Denver schools will reach 15-30 kids per school, eight times per week, throughout the school year. Jovial will provide USDA-approved healthy snacks, will send students home with seed starts and fresh produce, and will teach kids how to make healthy food from this organic produce. Underserved Denver youth will participate in field trips to Jovial’s new orchard to learn Native permaculture, (The focus for this activity is Native American permaculture based on



## EXHIBIT A

### SCOPE OF WORK

Rocky Mountain native seeds (plants that are indigenous to Region 5 with a focus on food-based and medicinal companion planting and drought tolerance), growing traditions, and cultural histories of diverse populations and their relationship to food and gardening. Jovial helps to increase bio-diversity in permaculture and agricultural studies and is uniquely suited to introducing these topics to youth who otherwise would have little or no opportunity to participate outside an urban setting. Jovial utilizes Project Power and the American Diabetes Association as well as the Slow Food Denver curricula to provide afterschool enrichment featuring education, healthy eating, and increased physical activity geared towards children 5-12. Many of the proposed classes will be indigenous-led and will feature traditional recipes and growing methods.

Milestone: partner with eight schools at DPS reaching 800 youth per year during the school year (projected to be Escuela de Guadalupe, Barnum, Valverde, Eagleton, Strive Prep-Ruby Hill, KIPP Sunshine Peak Academy, Denver Online, Dennison)

Milestone: launch of field trip and cooking class options and Spirit of the Sun labyrinth

Milestone: delivery of curriculum to 15-30 students per session

Please see **Exhibit D** for further timeline and implementation information.

A. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>
Athmar Park	<input checked="" type="checkbox"/>
Auraria	<input type="checkbox"/>
Baker	<input type="checkbox"/>
Barnum	<input checked="" type="checkbox"/>
Barnum West	<input checked="" type="checkbox"/>
Bear Valley	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Berkeley	<input type="checkbox"/>
Capitol Hill	<input type="checkbox"/>
Central Business District	<input type="checkbox"/>
Central Park	<input type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Cheesman Park	<input type="checkbox"/>
Cherry Creek	<input type="checkbox"/>
City Park	<input type="checkbox"/>
City Park West	<input type="checkbox"/>
Civic Center	<input type="checkbox"/>
Clayton	<input type="checkbox"/>
Cole	<input type="checkbox"/>
College View - South Platte	<input type="checkbox"/>



## EXHIBIT A

### SCOPE OF WORK

Congress Park	<input type="checkbox"/>
Cory - Merrill	<input type="checkbox"/>
Country Club	<input type="checkbox"/>
DIA	<input type="checkbox"/>
East Colfax	<input type="checkbox"/>
Elyria Swansea	<input type="checkbox"/>
Five Points	<input type="checkbox"/>
Fort Logan	<input type="checkbox"/>
Gateway - Green Valley Ranch	<input type="checkbox"/>
Globeville	<input type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Green valley Ranch	<input type="checkbox"/>
Hale	<input type="checkbox"/>
Hampden	<input type="checkbox"/>
Hampden South	<input type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Highland	<input type="checkbox"/>
Hilltop	<input type="checkbox"/>
Indian Creek	<input type="checkbox"/>
Jefferson Park	<input type="checkbox"/>
Kennedy	<input type="checkbox"/>
La Alma lincoln park	<input type="checkbox"/>
Lincoln Park	<input type="checkbox"/>
Lowry Field	<input type="checkbox"/>
Mar Lee	<input type="checkbox"/>
Marston	<input type="checkbox"/>
Montbello	<input type="checkbox"/>
Montclair	<input type="checkbox"/>
North Capitol Hill	<input type="checkbox"/>
North Park Hill	<input type="checkbox"/>
Northeast Park Hill	<input type="checkbox"/>
Overland	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Regis	<input type="checkbox"/>
Rosedale	<input type="checkbox"/>
Ruby Hill	<input type="checkbox"/>
Skyland	<input type="checkbox"/>
Sloan Lake	<input type="checkbox"/>
South Park Hill	<input type="checkbox"/>
Southmoor Park	<input type="checkbox"/>



## EXHIBIT A SCOPE OF WORK

Speer	<input type="checkbox"/>
Sun Valley	<input type="checkbox"/>
Sunnyside	<input type="checkbox"/>
Union Station	<input type="checkbox"/>
University	<input type="checkbox"/>
University Hills	<input type="checkbox"/>
University Park	<input type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input type="checkbox"/>
Virginia Village	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>
Washington Virginia Vale	<input type="checkbox"/>
Wellshire	<input type="checkbox"/>
West Colfax	<input type="checkbox"/>
Windsor	<input type="checkbox"/>

### III. Evaluation, Outcome Measures and Deliverables

#### A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the “objectives” section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDK Evaluation contractor and staff. The HFDK evaluation contractor is available to provide technical assistance to the Provider on the development and implementation of their metrics, as needed.

**Process measures** are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

**Outcome measures** are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

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

The Provider will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation contractor and HFDK staff, for shared learning to improve the Denver food system. The HFDK Evaluation contractor and HFDK staff will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the



## EXHIBIT A

### SCOPE OF WORK

Monitoring platform (see the Reporting Section below). The Provider will provide agency 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) staff and/or designee.

The Provider will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports. As needed, DDPHE may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.
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 Provider will be responsible for reporting on program outputs and outcomes.

**Jovial Concepts will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, and Food/Nutrition Education, Food and Nutrition Assistance and Food Production.**

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 1; Q1: August- October Q2: November-January Q3: February-April	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor



## EXHIBIT A

### SCOPE OF WORK

	narrative description of successes and challenges.	Q4: May-July	
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 2; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 3; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Other reports as requested	To be determined (TBD)	TBD	TBD

**C. Evaluation Support**

The HFDK evaluation contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee’s participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor 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.

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider’s data submitted to the monitoring platform will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

**V. Budget**

**A. Budget**



## EXHIBIT A

### SCOPE OF WORK

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%

**Indirect Cost Limit:** The Provider'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

#### VI. **Invoice**

##### A. Invoice

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

#### VII. **Payments**

- A. A complete invoice package shall be completed and submitted to the [HFDKinvoices@denvergov.org](mailto: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 complete invoice package each month to HFDK. Provider 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. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.
  - a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver's Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate payment terms.**



## EXHIBIT A

### SCOPE OF WORK

- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

#### VIII. General Grant Requirements

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

- i. 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;
  1. 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.
- ii. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
  1. 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:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. **NOT use HFDK funds to purchase any of the following items:**
  - i. All diet or regular sodas and sports/energy drinks
  - ii. Flavored/added sugar milk
  - iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
  - iv. Candy
  - v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
  - vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
  - vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

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

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver's Kids Nutrition Guidelines.



**DENVER**  
THE MILE HIGH CITY

## **EXHIBIT A**

### **SCOPE OF WORK**

- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered through HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
  - C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.
  - D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
  - E. 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.
- IX. Other**
- A. *Provider shall submit updated documents which are directly related to the delivery of services*
  - B. Additional document requirements that may be requested for this contract:
    - i. organizational Chart
    - ii. updated Certificate of Insurance
    - iii. reports and information for Program Evaluation, as required.

**Exhibit B Budget**

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

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

Organization Name	Jovial Concepts							
Term	Year 1 (August 1, 2024-July 31, 2025)							
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)							
Budget Categories								
Food and Supplies								
		Please Mark with an X each Priority Area that the line item pertains to.						
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Garden bed supplies	Supplies such as wood for garden bed frames, soil, seeds, compost materials, tools, mulch, etc. 30 beds in Denver. Cost per bed @ \$650	30	\$ 650.00	\$19,500.00	X		X	
Garden snacks for kids	Garden day snacks for kids that are volunteering and working in the gardens for 36 weeks	4680	\$ 1.00	\$4,680.00	X	X	X	
				\$0.00				
<b>Total Food and Supplies</b>				<b>\$24,180.00</b>				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Enrichment programming	Youth enrichment Programming with DPS @ \$30 per class for 36 weeks for eight classes per week	288	\$ 30.00	\$8,640.00	X	X	X	
Advertising and marketing	Cost of ads and marketing; outreach for program to enroll youth in program @ \$5,000	1	\$ 5,000.00	\$5,000.00	X	X	X	
Tracking and clerical support	Financial tracking and clerical support @ \$1,500/month	12	\$ 1,500.00	\$18,000.00	X	X	X	
<b>Total Operating Expenses</b>				<b>\$31,640.00</b>				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Executive Director	To provide overall program direction and oversight @ 53% of \$80,500	53%	\$ 80,500.00	\$4,665.00	X	X	X	
Garden Manager	To provide oversight for garden projects, training and recruitment of volunteers, manages scheduling, purchases supplies, teaches and assists garden hosts, school garden leaders and volunteers; builds garden beds, manages site resources, soil, composting, irrigation, planting, harvesting, and closes beds in winter @ 50% of \$60,000	50%	\$ 60,000.00	\$30,000.00	X	X	X	
School Liaison	To facilitate garden courses and ensure snacks at schools @ 78% of \$53,500	78%	\$ 53,500.00	\$41,730.00	X	X	X	
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
				\$0.00				
<b>Total Personnel Services</b>				<b>\$114,395.00</b>				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Contract Garden Leaders (3)	To oversee youth in the gardens @ approximately \$400 each per month X 9 months (contract rate)	3	\$ 3,600.00	\$10,800.00	X	X	X	
				\$0.00				
<b>Total Other</b>				<b>\$10,800.00</b>				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$0.00			
					\$0.00			
<b>Total Subcontractors</b>				<b>\$0.00</b>				
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>				<b>\$181,015.00</b>				
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.			\$18,101.50				
<b>TOTAL INDIRECT COSTS</b>								
<b>Evaluation</b>								
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>				<b>\$19,911.60</b>				
				<b>\$219,028.10</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. **\*\*CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

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

Organization Name	Jovial Concepts
Term	Year 2 (August 1, 2025-July 31, 2026)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)

**Budget Categories**

**Food and Supplies**

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

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Garden bed supplies	Supplies such as wood for garden bed frames, soil, seeds, compost materials, tools, mulch, etc. 30 beds in Denver. Cost per bed is \$650	30	\$ 650.00	\$19,500.00	X		X
Garden snacks for kids	Garden day snacks for kids that are volunteering and working in the gardens for 36 weeks	4680	\$ 1.00	\$4,680.00	X	X	X
				\$0.00			
<b>Total Food and Supplies</b>				<b>\$24,180.00</b>			

**Program Operating Expenses**

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Enrichment programming	Youth enrichment Programming with DPS @ \$30 per class for 36 weeks for eight classes per week	288	\$ 30.00	\$8,640.00	X	X	X
Advertising and marketing	Cost of ads and marketing; outreach for program to enroll youth in program @ \$5,000	1	\$ 5,000.00	\$5,000.00	X	X	X
Tracking and clerical support	Financial tracking and clerical support @ \$1,500/month	12	\$ 1,500.00	\$18,000.00	X	X	X
<b>Total Operating Expenses</b>				<b>\$31,640.00</b>			

**Personnel and Administrative Services**

**Salary Employees**

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Executive Director	To provide overall program direction and oversight @ 53% of \$82,915	53%	\$ 82,915.00	\$43,944.95	X	X	X
Garden Manager	To provide oversight for garden projects, training and recruitment of volunteers, manages scheduling, purchases supplies, teaches and assists garden hosts, school garden leaders and volunteers; builds garden beds, manages site resources, soil, composting, irrigation, planting, harvesting, and closes beds in winter @ 50% of \$61,800	50%	\$ 61,800.00	\$30,900.00	X	X	X
School Liaison	To facilitate garden courses and ensure snacks at schools @ 78% of \$55,105	78%	\$ 55,105.00	\$42,981.90	X	X	X

**Hourly Employees**

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
				\$0.00			
<b>Total Personnel Services</b>				<b>\$117,826.85</b>			

**Other / Miscellaneous**

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Contract Garden Leaders (3)	To oversee youth in the gardens @ approximately \$400 each per month X 9 months (contract rate)	3	\$ 3,600.00	\$10,800.00	X	X	X
				\$0.00			
<b>Total Other</b>				<b>\$10,800.00</b>			

**Subcontractors**

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$0.00			
<b>Total Subcontractors</b>					<b>\$0.00</b>			

**TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)**

**\$184,446.85**

**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.	\$18,444.69
<b>TOTAL INDIRECT COSTS</b>		<b>\$18,444.69</b>

**Evaluation**

**\$19,911.60**

**TOTAL AMOUNT REQUESTED FROM HFDK**

**\$222,803.14**

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

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

**Healthy Food for Denver's Kids Program Budget**

Organization Name	Jovial Concepts
Term	Year 3 (August 1, 2026-July 31, 2027)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)

Budget Categories						Please Mark with an X each Priority Area that the line item pertains to.		
Food and Supplies						Priority Area 1	Priority Area 2	Priority Area 3
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Garden bed supplies	Supplies such as wood for garden bed frames, soil, seeds, compost materials, tools, mulch, etc. 30 beds in Denver. Cost per bed is \$650	30	\$ 650.00	\$19,500.00	X		X	
Garden snacks for kids	Garden day snacks for kids that are volunteering and working in the gardens for 36 weeks	4680	\$ 1.00	\$4,680.00	X	X	X	
				\$0.00				
				\$0.00				
				\$0.00				
Total Food and Supplies				\$24,180.00				
Program Operating Expenses						Priority Area 1	Priority Area 2	Priority Area 3
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Enrichment programming	Youth enrichment Programming with DPS @ \$30 per class for 36 weeks for eight classes per week	288	\$ 30.00	\$8,640.00	X	X	X	
Advertising and marketing	Cost of ads and marketing; outreach for program to enroll youth in program @ \$5,000	1	\$ 5,000.00	\$5,000.00	X	X	X	
Tracking and clerical support	Financial tracking and clerical support @ \$1,500/month	12	\$ 1,500.00	\$18,000.00	X	X	X	
Total Operating Expenses				\$31,640.00				
Personnel and Administrative Services						Priority Area 1	Priority Area 2	Priority Area 3
Salary Employees						Priority Area 1	Priority Area 2	Priority Area 3
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Executive Director	To provide overall program direction and oversight @ 53% of \$85,402	53%	\$ 85,402.00	\$45,263.06	X	X	X	
Garden Manager	To provide oversight for garden projects, training and recruitment of volunteers, manages scheduling, purchases supplies, teaches and assists garden hosts, school garden leaders and volunteers; builds garden beds, manages site resources, soil, composting, irrigation, planting, harvesting, and closes beds in winter @ 50% of \$63,654	50%	\$ 63,654.00	\$31,827.00	X	X	X	
School Liaison	To facilitate garden courses and ensure snacks at schools @ 78% of \$56,758	78%	\$ 56,758.00	\$44,271.24	X	X	X	
Hourly Employees						Priority Area 1	Priority Area 2	Priority Area 3
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
				\$0.00				
Total Personnel Services				\$121,361.30				
Other / Miscellaneous						Priority Area 1	Priority Area 2	Priority Area 3
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Contract Garden Leaders (3)	To oversee youth in the gardens @ approximately \$400 each per month X 9 months (contract rate)	3	\$ 3,600.00	\$10,800.00	X	X	X	
				\$0.00				
Total Other				\$10,800.00				
Subcontractors						Priority Area 1	Priority Area 2	Priority Area 3
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
					\$0.00			
Total Subcontractors				\$0.00				
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>				<b>\$187,981.30</b>				
Indirect						Priority Area 1	Priority Area 2	Priority Area 3
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.							
TOTAL INDIRECT COSTS				\$18,798.00				
Evaluation				\$20,677.93				
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>				<b>\$227,457.23</b>				

**Total Contract Amount (August 1, 2024-July 31 2027) \$669,288.47**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**06/24/2024**

**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).**

<b>PRODUCER</b> <b>ALINK Insurance Services - Parker Branch</b> <b>10851 S. Crossroads Drive, Unit A</b> <b>Parker, CO 80134</b> <b>License #: 385592</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> LeZette Brewton, CIC, AINS</td> </tr> <tr> <td><b>PHONE (A/C, No. Ext):</b> (303)752-6479</td> <td><b>FAX (A/C, No.):</b> (303)752-6579</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> LeZette@ALINK2ins.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Alliance of Nonprofits for Insurance</td> <td style="text-align: right;"><b>NAIC #</b> <b>10023</b></td> </tr> <tr> <td><b>INSURER B:</b> Alliance of Nonprofits for Insurance</td> <td style="text-align: right;"><b>29700A</b></td> </tr> <tr> <td><b>INSURER C:</b> Allied World Surplus Lines Ins. Co.</td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> LeZette Brewton, CIC, AINS		<b>PHONE (A/C, No. Ext):</b> (303)752-6479	<b>FAX (A/C, No.):</b> (303)752-6579	<b>E-MAIL ADDRESS:</b> LeZette@ALINK2ins.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Alliance of Nonprofits for Insurance	<b>NAIC #</b> <b>10023</b>	<b>INSURER B:</b> Alliance of Nonprofits for Insurance	<b>29700A</b>	<b>INSURER C:</b> Allied World Surplus Lines Ins. Co.		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> <b>Jovial Concepts</b> <b>4541 S Braun Ct</b> <b>Morrison, CO 80465</b>																					

**COVERAGES**                      **CERTIFICATE NUMBER: 00023671-1232068**                      **REVISION NUMBER: 35**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2023-28556	10/25/2023	10/25/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 20,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
EACH OCCURRENCE	\$ 1,000,000																						
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																						
	\$																						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2023-28556	10/25/2023	10/25/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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	\$																						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$										
EACH OCCURRENCE	\$																						
AGGREGATE	\$																						
	\$																						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 40%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
	PER STATUTE	OTH-ER																					
E.L. EACH ACCIDENT			\$																				
E.L. DISEASE - EA EMPLOYEE			\$																				
E.L. DISEASE - POLICY LIMIT			\$																				
B	<b>Building</b>			CWB0017435-05	10/25/2023	10/25/2024	Building	1,465,366															
C	<b>Professional Liab</b>			0313-4328	06/17/2024	06/17/2025	PL	1,000,000															

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to general liability and auto liability.**

<b>CERTIFICATE HOLDER</b>  Denver Department of Public Health and Environment 101 W. Colfax Ave., Suite 800 Denver, CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (LZB)
--	---



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ALLIANCE OF NONPROFITS FOR INSURANCE  
RISK RETENTION GROUP (ANI)  
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**POLICY CHANGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

COMPANY: Alliance of Nonprofits for Insurance (28556)  
POLICY NUMBER: 2022-28556  
NAMED INSURED: Jovial Concepts  
POLICY CHANGE EFFECTIVE: 03/07/2023  
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY  
POLICY CHANGE#: 2 Page 1

The following additional insured(s) is/are hereby added to the policy:

ANI-RRG-E61 Locations - N/A

City of Lakewood \$0  
480 South Allison Parkway  
Lakewood, CO 80226

CG 20 37 Locations - N/A

City of Lakewood \$0  
480 South Allison Parkway  
Lakewood, CO 80226

**ALLIANCE OF NONPROFITS FOR INSURANCE  
RISK RETENTION GROUP  
POLICY ENDORSEMENT**

CONTROL NUMBER: 28556  
POLICY NUMBER: 2022-28556  
AGENCY NAME: Jovial Concepts

Page 2

POLICY CHANGE NUMBER: 2

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All other terms, limits and conditions remain the same.

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ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
ENDORSEMENT PREMIUM:	\$0



03/14/2023

AUTHORIZED SIGNATURE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### SCHEDULE

**Name of Person or Organization:**

City of Lakewood

**A. Section II – WHO IS AN INSURED** is amended to include:

- 4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - a. Your negligent acts or omissions; or
  - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

- 8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or



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POLICY NUMBER: 2022-28556

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

POLICY NUMBER: 2022-28556  
 Named Insured: Jovial Concepts

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Lakewood	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-28556  
Named Insured: Jovial Concepts

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>City of Lakewood</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


**INDEX OF FORMS ATTACHED TO THE POLICY**
**POLICY NUMBER: 2022-28556**
**NAME OF INSURED:** Jovial Concepts

Page: 1

**LIABILITY FORMS AND ENDORSEMENTS**
**FORM NUMBER / EDITION DATE**

Member Criteria	ANI-E003 GL 08 20
Fiscal Sponsor Limitation	ANI-E069 GL 02 19
Professional Services - Exclusion	ANI-E078 11 20
Lead Liability - Exclusion	ANI-E120 09 19
Firearms Sublimit Endorsement	ANI-E123 09 19
Communicable Disease - Exclusion	ANI-E180 GL 01 21
Communicable Disease - Exclusion	ANI-E180 LL 01 21
Discrimination Exclusion	ANI-E195 GL 05 21
Cyber Incident - Exclusion	ANI-E282 GL 12 21
Business Auto Coverage Part Declarations	ANI-RRG-AL 04 01
Fireworks Exclusion	ANI-RRG-E11 GL 09 19
Blood Testing Exclusion	ANI-RRG-E15 09 20
Asbestos Exclusion	ANI-RRG-E22 09 19
Additional Insured - Designated Person or Organization	ANI-RRG-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	ANI-RRG-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	ANI-RRG-E28 01 99
Employee Personal Auto Reimbursement	ANI-RRG-E29 12 09
Mold, Fungus Exclusion	ANI-RRG-E33 GL 09 19
Construction and Conversion Exclusion	ANI-RRG-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 GL 09 19
Trampoline Bounce House Exclusion	ANI-RRG-E5 07 15
Liberalization - GL, SSP, EBL	ANI-RRG-E56 01 17
Liberalization - LL	ANI-RRG-E59 02 12
Volunteer Medical Payments	ANI-RRG-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	ANI-RRG-E61 02 19
Fundraiser and Event Endorsement	ANI-RRG-E70 03 19
Other Insurance - Coverage C	ANI-RRG-E72 01 17
Mental Anguish Endorsement	ANI-RRG-E74 03 14
Commercial General Liability Coverage Part Declarations	ANI-RRG-GL 04 01
Commercial Liquor Liability Coverage Part Declarations	ANI-RRG-LL 04 01
Nonprofits' OWN Enhancement Endorsement	ANI-RRG-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion - GL	ANI-RRG-X1 06 18
Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Deductible Liability Insurance	CG 03 00 01 96
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19

This list of forms is not part of the actual policy, but is for your information only. Please refer to the policy(s) for actual limits, coverages and exclusions.



**ALLIANCE OF  
NONPROFITS FOR  
INSURANCE**

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**ALLIANCE OF NONPROFITS FOR INSURANCE  
RISK RETENTION GROUP (ANI)**

[www.insurancefornonprofits.org](http://www.insurancefornonprofits.org)

**INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER: 2022-28556**

**NAME OF INSURED:** Jovial Concepts

Page: 2

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**LIABILITY FORMS AND ENDORSEMENTS**

**FORM NUMBER / EDITION DATE**

Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Access or Disclosure of Confidential or Personal Information	CG 21 06 05 14
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Colorado Changes - Cancellation and Nonrenewal GL	IL 02 28 09 07
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

This list of forms is not part of the actual policy, but is for your information only.  
Please refer to the policy(s) for actual limits, coverages and exclusions.

**Exhibit D\_Timeline and Implementation**

**TIMELINE OF ACTIVITIES**

**Add additional rows as needed. Remember to include program planning, implementation, management, and data collection/evaluation activities.**

Key Activity/Metric  <i>You may want to connect activities to program goals, objectives, and budget line items</i>	Location  <i>Where the activity will take place</i>	Staff  <i>Persons/ Agency responsible</i>	Partnerships  <i>Any partnerships involved in or leading the activity</i>	Year 1 2024-2025				Year 2 2025-2026				Year 3 2026-2027			
				Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July
<i>Annual planning for Jovial Gardens Denver  Planning meetings regarding what will be grown, staffing model, planning projects for the year (e.g., turning grapevines into berry patch, what supplies are needed, how many volunteers are needed, best timing for planting and engaging volunteers on-site, other projects may include school sites, curricular planning, etc., what “starts” should be launched to make sure gardens are populated, budgeting, etc.</i>	<i>Denver headquarters site</i>	<i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders</i>	<i>Denver Public Schools to identify participating schools and area residents for yard locations</i>			X				X				X	
<i>Implementation and management of Jovial Gardens Denver</i>	<i>30 residential and school gardens across Denver</i>	<i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders</i>	<i>Bright by Text; Denver Public Schools to ensure communications and outreach to target population</i>	X		X	X	X		X	X	X		X	X
<i>Data collection and evaluation for Jovial Gardens Denver collected by survey</i>	<i>Headquarters and at 30 residential/school gardens across Denver</i>	<i>Garden Manager; 3 Garden Leaders; Grant Manager</i>	<i>Denver Public Schools to track and collect participant data</i>	X	X	X	X	X	X	X	X	X	X	X	X

**Exhibit D\_Timeline and Implementation**

<p><i>Planning for Youth Enrichment Programs, including providing snacks</i></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites</i></p>	<p><i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders; PTA; Teacher Liaisons</i></p>	<p><i>Denver Public Schools; PTAs; Spirit of the Sun; Slow Food Denver; Denver Urban Gardens to choose programming for the year, identifying supplies and materials, curriculum calendar</i></p>			X					X				X	
<p><i>Implementation and management of Youth Enrichment Programs, including providing snacks</i></p> <p><b>Jovial’s Afterschool Enrichment at Denver schools will reach 15-30 kids per school, eight times per week, throughout the school year, distributing 4,680 snacks to a minimum of 1,540 youth</b></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites</i></p>	<p><i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders; PTA; Teacher Liaisons</i></p>	<p><i>Denver Public Schools; PTAs; Spirit of the Sun; Slow Food Denver; Denver Urban Gardens to implement and manage programming, conduct classes, cross-marketing, and other activities</i></p>	X		X	X	X		X	X	X		X	X	
<p><i>Data collection and evaluation of Youth Enrichment Programs, including tracking snacks collected via survey to staff and teachers.</i></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites</i></p>	<p><i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders; PTA; Teacher Liaisons; Grant Manager</i></p>	<p><i>Denver Public Schools; Spirit of the Sun; Slow Food Denver; to share partner data and surveys to inform evaluation</i></p>	X	X	X	X	X	X	X	X	X	X	X	X	X
<p><i>Planning for food distribution</i></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites</i></p>	<p><i>Garden Manager; Executive Director; volunteer driver</i></p>	<p><i>SW Food Coalition, DPS, Spirit of the Sun, Denver Indian Center, IFCS, and other food bank partners for distribution</i></p>			X				X				X		

**Exhibit D\_Timeline and Implementation**

			<i>planning</i>												
<p><i>Implementation and management for food distribution</i></p> <p><b>Harvested food from Jovial Gardens Program will feed a minimum of 1,540 kids in Denver, 0-18, with organic produce.</b></p> <p><b>Food is distributed twice per week during harvest season July-November and also during school programs (provide snacks and cooking classes during after school enrichment sessions); 5,000 pounds total with 2,500 pounds to Denver youth in FY2024 with plans to double output over the grant period. Jovial also purchases produce-rich snacks for youth in school programs totaling 1,200 pounds per year.</b></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites, and food bank partners</i></p>	<p><i>Garden Manager; Executive Director; volunteer driver</i></p>	<p><i>SW Food Coalition, DPS, Spirit of the Sun, Denver Indian Center, IFCS, and other food bank partners for receiving and distributing fresh produce</i></p>	X		X	X	X		X	X	X		X	X
<p><i>Evaluation for food distribution tracked pounds of food distributed; teacher and student surveys; staff observations; and video reporting for I/DD youth since many are nonverbal. Evaluation centers of meeting stated goals and objectives as outlined in the proposal.</i></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites, and food bank partners</i></p>	<p><i>Garden Manager; School Liaison; Executive Director; 3 Garden Leaders; Teacher Liaisons; Grant Manager</i></p>	<p><i>SW Food Coalition, DPS, Spirit of the Sun, Denver Indian Center, IFCS, and other food bank partners for sharing partner data and providing feedback and demographic data</i></p>	X	X	X	X	X	X	X	X	X	X	X	X

### Exhibit D\_Timeline and Implementation

<p><i>SNAP enrollments, education</i></p> <p><b>Jovial provides federal assistance sign-up for youth and families, facilitating access to food. This includes educating the community and enrollment of eligible households in Supplemental Nutrition Assistance Program (SNAP) and other programs. Milestone: sign up 72 families per year with 160 children.</b></p> <p><b>In new grant year, Jovial educates and will track for HFDK a minimum of 1,000 families per year about SNAP and Double Up Food Bucks (which translates to approximately 6 enrollments per month via Salvation Army); assistance centers on education and navigation. Other programs include EOC, Services de la Raza, Food Bank Services, etc.</b></p>	<p><i>Headquarters and at eight (8) Denver and DPS school sites, and at events at food bank partners and through fall festival and community health fairs and other annual events and pop-ups</i></p>	<p><i>Executive Director; Garden Manager; School Liaison</i></p>	<p><i>Benefits in Action, Salvation Army, Hunger Free CO to conduct actual enrollment and provide bilingual educational materials that Jovial distributes at all events</i></p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>	<p style="text-align: center;">X</p>
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Exhibit E

Denver Department of Public Health and Environment - Healthy Food for Denver's Kids

Invoice #		Organization Name	Jovial Concepts
Date Invoice is sent to HFDK		Invoice Period	
PRJ number		Final Invoice Amount	\$ -
Payment Option	ACH	Payment Terms	Immediate
		Grantee Waives Prompt Pay	
To:		From:	Jovial Concepts
Program:	Healthy Food for Denver's Kids	Contact Name:	
HFDK Contact:	Jessica Murison	Remit Address:	
Address:	101 W Colfax		
City:	Denver	City:	
State:	CO	State:	
Zip Code:	80202	Zip Code:	
Telephone:	720-865-5421	Telephone:	
Email:	HFDKInvoices@denvergov.org	Email:	

Expenditure Categories		Budget Categories		Total Amount	
		Food and Supplies			
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total Spent
Garden bed supplies	Supplies such as wood for garden bed frames, soil, seeds, compost materials, tools, mulch, etc. 30 beds in Denver. Cost per bed is \$500	30	\$ 500.00	\$15,000.00	
Garden snacks for kids	Garden day snacks for kids that are volunteering and working in the gardens for 36 weeks	4680	\$ 1.00	\$4,680.00	
<b>Total Food and Supplies</b>				<b>\$19,680.00</b>	<b>\$ -</b>
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Enrichment programming	Youth enrichment Programming with DPS @ \$30 per class for 36 weeks for eight classes per week	288	\$ 30.00	\$8,640.00	
Advertising and marketing	Cost of ads and marketing; outreach for program to enroll youth in program @ \$5,000	1	\$ 5,000.00	\$5,000.00	
Program insurance	Insurance to cover program-related activities	1	\$ 4,500.00	\$4,500.00	
Tracking and clerical support	Financial tracking and clerical support @ \$1,500/month	12	\$ 1,500.00	\$18,000.00	
<b>Total Operating Expenses</b>				<b>\$36,140.00</b>	<b>\$ -</b>
Salary Employees					
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Executive Director	To provide overall program direction and oversight @ 53% of \$80,500	53%	\$ 80,500.00	\$42,665.00	
Garden Manager	To provide oversight for garden projects, training and recruitment of volunteers, manages scheduling, purchases supplies, teaches and assists garden hosts, school garden leaders and volunteers; builds garden beds, manages site resources and promotes irrigation, mulching, harvesting, and closes beds in winter @	50%	\$ 60,000.00	\$30,000.00	
School Liaison	To facilitate garden courses and ensure snacks at schools @ 78% of \$53,500	78%	\$ 53,500.00	\$41,730.00	
<b>Total Personnel Services</b>				<b>\$114,395.00</b>	<b>\$ -</b>
Other/Miscellaneous					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Contract Garden Leaders (3)	To oversee youth in the gardens @ approximately \$400 each per month X 9 months (contract rate)	3	\$ 3,600.00	\$10,800.00	
<b>Total Operating Expenses</b>				<b>\$10,800.00</b>	<b>\$ -</b>
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>				<b>\$181,015.00</b>	<b>\$ -</b>
Indirect					
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
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.			\$18,101.50	
Evaluation	can be used for a variety of eval expenditures (e.g., staff time or hiring new staff for data + evaluation, community engagement: compensating community members to surveys or focus groups, hiring your own external evaluation contractor, data/evaluation software, attending conferences/PD for evaluation learning)			\$19,911.60	
<b>TOTAL INDIRECT COSTS</b>				<b>\$38,013.10</b>	<b>\$ -</b>
<b>Total Expense for this Invoice</b>				<b>\$</b>	<b>\$ -</b>

Billing Summary	
Total Contract Amount	\$219,028.10
Total Spent with Documentation	
Budget Amount Remaining	\$ 219,028.10

This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.

This grantee agrees that, to the best of their ability, preferentially procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.

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

Print Name, Title \_\_\_\_\_ Date \_\_\_\_\_

DETAILED BACKUP INFORMATION

Food and Supplies						
Line Item Name from Budget Template	Item	Description of Item	Quantity	Per Item Cost	TOTAL	Receipt Included? Y/N
Food and Supplies	Apples	food box items	24	N/A (Came in a box with multiple items)	\$ 500.00	Y

EXAMPLE