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 **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO**, **D/B/A DENVER PUBLIC SCHOOLS,** with its principal place of business located at 1860 Lincoln Street, Denver, Colorado 80203 ("DPS" or 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 **ONE MILLION NINETY-NINE THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS AND TWENTY CENTS ($1,099,472.20)** (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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor 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: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

a. Subcontractors and Subconsultants: Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor 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. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

c. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain 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.

d. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

e. Automobile Liability: Subcontractor 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. INTER-GOVERNMENTAL LIABILITY: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. **Contractor will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive 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 – Time and Implementation.

Exhibit D – Reimbursement Invoice Form.

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Contract Control Number: ENVHL-202474846-00
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: ENVHL-202474846-00
Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

By: _____

Name: Barbara Koenig
(please print)

Title: Assistant Principal
(please print)

ATTEST: [if required]

By: _____

Name: Anthony L. Smith, Jr.
(please print)

Title: Principal
(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 SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER, COLORADO, Vista Academy (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.

SCHOOL DISTRICT NO. 1, IN THE CITY AND COUNTY OF DENVER, COLORADO, Vista Academy has been awarded **$1,099,472.20** 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:

Vista Academy will expand their educational foundation for food nutrition, food skills, for both students and parents with existing initiatives as well on improving access to nutritious foods in a culturally responsive way. Vista Academy's focus on education would impact their students and parents to create a sustainable education base to be carried with their community to impact the area for years and decades in the future. Vista Academy wish to expand opportunities to employ students in both their culinary department and their agricultural initiative provided by previous Healthy Food for Denver's Kids opportunities.

Vista Academy's programming includes the four initiatives of Healthy Snacks, Community Equity Educational Dinners (CEED) Meals, Aquaponics/Hydroponics, as well as the community gardens. Vista track CEED Meal monthly distribution in meals provided/pounds of food, snack distributions in individual snacks, and food production in pounds from the agricultural initiatives. Vista Academy will survey students and families to get input on needs or cultural ideas to include student voice/choice in their programming.

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	☐
Athmar Park	☐
Auraria	☐
Baker	☐

DENVER
THE MILE HIGH CITY

EXHIBIT A
SCOPE OF WORK

Barnum	☐
Barnum West	☐
Bear Valley	☐
Belcaro	☐
Berkeley	☐
Capitol Hill	☐
Central Business District	☐
Central Park	☐
Chaffee Park	☐
Cheesman Park	☐
Cherry Creek	☐
City Park	☐
City Park West	☐
Civic Center	☐
Clayton	☐
Cole	☐
College View - South Platte	☐
Congress Park	☐
Cory - Merrill	☐
Country Club	☐
DIA	☐
East Colfax	☐
Elyria Swansea	☐
Five Points	☐
Fort Logan	☐
Gateway - Green Valley Ranch	☐
Globeville	☐
Goldsmith	☐
Green valley Ranch	☒
Hale	☐
Hampden	☐
Hampden South	☐
Harvey Park	☐
Harvey Park South	☐
Highland	☐
Hilltop	☐
Indian Creek	☐
Jefferson Park	☐
Kennedy	☐
La Alma lincoln park	☐
Lincoln Park	☐
Lowry Field	☐

EXHIBIT A
SCOPE OF WORK

Mar Lee	☐
Marston	☐
Montbello	☒
Montclair	☐
North Capitol Hill	☐
North Park Hill	☐
Northeast Park Hill	☐
Overland	☐
Platt Park	☐
Regis	☐
Rosedale	☐
Ruby Hill	☐
Skyland	☐
Sloan Lake	☐
South Park Hill	☐
Southmoor Park	☐
Speer	☐
Sun Valley	☐
Sunnyside	☐
Union Station	☐
University	☐
University Hills	☐
University Park	☐
Valverde	☐
Villa Park	☐
Virginia Village	☐
Washington Park	☐
Washington Park West	☐
Washington Virginia Vale	☐
Wellshire	☐
West Colfax	☐
Windsor	☐
Whittier	☐
West Colfax	☐

If applicable, please note the physical address where programming takes place:

Site	Address
Vista Academy	4800 Telluride St Bldg #6, Denver, CO 80249

III. Evaluation, Outcome Measures and Deliverables

EXHIBIT A
SCOPE OF WORK

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 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.

Vista Academy will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, 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 narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 1; 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 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

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 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.**

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.
B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered though 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

Instructions: Year 2 & 3 are a simplified budget. You do not need to show line items, but total for categories (Please fill in cells highlighted in YELLOW). The total request will be used for planning purposes for grant renewals. You will have an opportunity to complete the year 2 & 3 budget in more details during the renewal process.

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	Vista Academy
Term	Year 1
Request for Proposal Name	Healthy Food for Denver's Kids

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
CEED Family Dinner bags	Bags for food distribution of grocery bags as well as CEED Meals	Yes	1800	$ 1.00	$1,800.00	X	X	X
CEED Meal produce	Monthly produce bags for the Community Equity Educational Dinners and emergency food bags as needed	Yes	1370	$ 30.00	$41,100.00	X	X	X
Healthy Snacks	1000 students X 36 weeks X 5 days	Yes	18000	$ 4.00	$72,000.00	X	X	X
Chest Freezer for Snacks	Freezer for Students to access Healthy frozen snacks	Yes	1	$ 1,742.83	$1,742.83	X		X
Packaging for meals and snacks	Various sustainable packaging for healthy snack program CEED meals	Yes	5000	$ 1.00	$5,000.00	X	X	X
Campus Snack Access Refrigerators	Refrigerators for healthy snacks for campus	Yes	2	$ 2,699.00	$5,398.00	X		X
				Total Food and Supplies	**$127,040.83**			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Assistant Culinary Instructor	Provide direct education for students in food safety, preparation, and nutrition.	Yes	100.00%	$ 54,000.00	$ 54,000.00	X	X	X
					$ -			

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Student Interns	2-3 student interns for the food services department and 2-3 student interns for the agricultural initiative.	yes	3175.00	$ 18.90	$60,007.50	X		X
Executive Director	Oversees all aspects of the grant from supervision of student interns, liaison between DPS, HFDK, and Vista Academy, attends community collaborative meetings and initiates partnerships with community members. Procures items essential for the four initiatives and completes all reporting.	yes	257.31	$ 80.39	$20,685.31	X	X	X
Program Coordinator for Food Service	Coordinates food procurement, reporting, production, and distribution.	yes	125.00	$ 40.00	$5,000.00	X		X

Program coordinator for Agricultural Services	Works with Executive Director to maintain, expand, plant, and harvest food product. Also coordinate with outside per	yes	125.00	$ 40.00	$5,000.00	X		X
CEED Coordinator 1	Supervise menuing, production, supervision of student intern, food deliver, publication.	yes	100.00	$ 40.00	$4,000.00	X		X
CEED Coordinator 2	Supervise menuing, production, supervision of student intern, food deliver, publication.	yes	100	$ 40.00	$4,000.00	X		X
Volunteers and community outreach	Food bag distribution, CEED Meal Distribution, Translation, community engagement	yes	50	$ 40.00	$2,000.00	X		X
Exercise and Nutritional Programming/food delivery	Nutritional and fitness programming, food distribution	yes	100	$ 40.00	$4,000.00	X		X
				Total Personnel Services	$ 158,692.81			
				Other / Miscellaneous				
Item	**Description**	**Does this budget item support the Scope of Work?**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**			
Agriculture Refresh	**Soil replacement, irrigation repair, garden expansion, hydroponics replenishment.**	**Yes**	**1**	**$ 11,000.00**	$11,000.00	X		X
Aluminum reusable waterbottles	**Sustainability education, nutritional information, community engagment.**	**Yes**	**500**	**$ 10.00**	$5,000.00	X		X
MANRRS Student Educational Conference	**Educational programming for students in agriculture, natural resources, and related sciences**	**Yes**	**1**	**$ 23,000.00**	$23,000.00	X		X
				Total Other	$39,000.00			
				Subcontractors				
Item	**Description of Item**	**Does this budget item support the Scope of Work?**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**			
Inua Acres/Irish Farmer/SustainEd Farms	Agricultural education, programming, support	Yes	1	$ 4,000.00	$4,000.00	X		X
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Total Operating Expenses	$4,000.00			
				TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)	$328,733.64			
				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.				$0.00			
				TOTAL INDIRECT COSTS				
				Evaluation	$32,873.36			
				TOTAL AMOUNT REQUESTED FROM HFDK	$361,607.00			

Exhibit B

Healthy Food for Denver's Kids Program Budget

Organization Name	Vista Academy
Term	Year 2
Request for Proposal Name	Healthy Food for Denver's Kids

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
CEED Family Dinner bags	Bags for food distribution of grocery bags as well as CEED Meals	Yes	1800	$ 1.00	$1,800.00	X	X	X
CEED Meal produce	Monthly produce bags for the Community Equity Educational Dinners and emergency food bags as needed	Yes	1533	$ 30.00	$45,990.00	X	X	X
Healthy Snacks	1000 students X 36 weeks X 5 days	Yes	18000	$ 4.50	$81,000.00	X	X	X
Packaging for meals and snacks	Various sustainable packaging for healthy snack program CEED meals	Yes	5000	$ 1.00	$5,000.00	X	X	X
				Total Food and Supplies	**$133,790.00**			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Assistant Culinary Instructor	Provide direct education for students in food safety, preparation, and nutrition.	Yes	100.00%	$ 55,910.65	$ 55,910.65	X	X	X
					$ -			

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Student Interns	2-3 student interns for the food services department and 2-3 student interns for the agricultural initiative.	yes	3175.00	$ 18.90	$60,007.50	X		X
Executive Director	between DPS, HFDK, and Vista Academy, attends community collaborative meetings and initiates partnerships with community members. Procures	yes	257.31	$ 80.39	$20,685.15	X	X	X
Program Coordinator for Food Service	Coordinates food procurement, reporting, production, and distribution.	yes	125.00	$ 40.00	$5,000.00	X		X
Program coordinator for Agricultural Services	Works with Executive Director to maintain, expand, plant, and harvest food product. Also coordinate with outside per	yes	125.00	$ 40.00	$5,000.00	X		X
CEED Coordinator 1	Supervise menuing, production, supervision of student intern, food deliver, publication.	yes	100.00	$ 40.00	$4,000.00	X		X
CEED Coordinator 2	Supervise menuing, production, supervision of student intern, food deliver, publication.	yes	100	$ 40.00	$4,000.00	X		X
Volunteers and community outreach	Food bag distribution, CEED Meal Distribution, Translation, community engagement	yes	50	$ 40.00	$2,000.00	X	X	X
Exercise and Nutritional Programming/food delivery	Nutritional and fitness programming, food distribution	yes	100	$ 40.00	$4,000.00	X		X
				Total Personnel Services	**$ 160,603.30**			

Other / Miscellaneous

Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative

Agriculture Refresh	**Soil replacement, irrigation repair, garden expansion, hydroponics replenishment.**	**Yes**	**1**	**$ 10,000.00**	$10,000.00	X		X
Aluminum reusable waterbottles	**Sustainability education, nutritional information, community engagment.**	**Yes**	**500**	**$ 10.00**	$5,000.00	X		X
MANRRS Student Educational Conference	**Educational programming for students in agriculture, natural resources, and related sciences**	**Yes**	**1**	**$ 22,000.00**	$22,000.00	X		X
				Total Other	**$37,000.00**			
			Subcontractors					
Item	**Description of Item**	**Does this budget item support the Scope of Work?**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**			
Inua Acres/Irish Farmer/SustainEd Farms	Agricultural education, programming, support	Yes	1	$ 4,000.00	$4,000.00	X		X
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Total Operating Expenses	**$4,000.00**			
				TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)	**$335,393.30**			
			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.				$0.00			
				TOTAL INDIRECT COSTS				
			Evaluation		**$33,539.35**			
				TOTAL AMOUNT REQUESTED FROM HFDK	**$368,932.65**			

Exhibit B

Healthy Food for Denver's Kids Program Budget

Organization Name	Vista Academy
Term	Year 3
Request for Proposal Name	Healthy Food for Denver's Kids

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
CEED Family Dinner bags	Bags for food distribution of grocery bags as well as CEED Meals	Yes	1800	$ 1.00	$1,800.00	X	X	X
CEED Meal produce	Monthly produce bags for the Community Equity Educational Dinners and emergency food bags as needed	Yes	1543	$ 30.00	$46,290.00	X	X	X
Healthy Snacks	1000 students X 36 weeks X 5 days	Yes	18000	$ 4.50	$81,000.00	X	X	X
Packaging for meals and snacks	Various sustainable packaging for healthy snack program CEED meals	Yes	5000	$ 1.00	$5,000.00	X	X	X
				Total Food and Supplies	**$134,090.00**			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Assistant Culinary Instructor	Provide direct education for students in food safety, preparation, and nutrition.	Yes	100.00%	$ 57,600.00	$ 57,600.00	X	X	X
					$ -			

Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative			
Student Interns	2-3 student interns for the food services department and 2-3 student interns for the agricultural initiative.	Yes	3175.00	$ 18.90	$60,007.50	X		X
Executive Director	between DPS, HFDK, and Vista Academy, attends community collaborative meetings and initiates partnerships with community members. Procures	Yes	257.31	$ 80.39	$20,685.15	X	X	X
Program Coordinator for Food Service	Coordinates food procurement, reporting, production, and distribution.	Yes	125.00	$ 40.00	$5,000.00	X		X
Program coordinator for Agricultural Services	Works with Executive Director to maintain, expand, plant, and harvest food product. Also coordinate with outside per	Yes	125.00	$ 40.00	$5,000.00	X		X
CEED Coordinator 1	Supervise menuing, production, supervision of student intern, food deliver, publication.	Yes	100.00	$ 40.00	$4,000.00	X		X
CEED Coordinator 2	Supervise menuing, production, supervision of student intern, food deliver, publication.	Yes	100	$ 40.00	$4,000.00	X		X
Volunteers and community outreach	Food bag distribution, CEED Meal Distribution, Translation, community engagement	Yes	50	$ 40.00	$2,000.00	X		X
Exercise and Nutritional Programming/food delivery	Nutritional and fitness programming, food distribution	Yes	100	$ 40.00	$4,000.00	X		X
				Total Personnel Services	**$ 162,292.65**			

Other / Miscellaneous

Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative

Agriculture Refresh	**Soil replacement, irrigation repair, garden expansion, hydroponics replenishment.**	**Yes**	**1**	**$ 10,000.00**	$10,000.00	X		X
Aluminum reusable waterbottles	**Sustainability education, nutritional information, community engagment.**	**Yes**	**400**	**$ 10.00**	$4,000.00	X		X
MANRRS Student Educational Conference	**Educational programming for students in agriculture, natural resources, and related sciences**	**Yes**	**1**	**$ 21,010.65**	$21,010.65	X		X
				Total Other	**$35,010.65**			
				Subcontractors				
Item	**Description of Item**	**Does this budget item support the Scope of Work?**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**			
Inua Acres/Irish Farmer/SustainEd Farms	Agricultural education, programming, support	Yes	1	$ 4,000.00	$4,000.00	X		X
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Total Operating Expenses	**$4,000.00**			
				TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)	**$335,393.30**			
				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.				$335,393.30			
				TOTAL INDIRECT COSTS				
				Evaluation	**$33,539.25**			
				TOTAL AMOUNT REQUESTED FROM HFDK	**$368,932.55**			

Total Contract Maximum Amount (August 1, 2021- July 31, 2024) **$1,099,472.20**

FOR HFDK staff reference only. This page is locked and not able to be edited.

	TOTAL
Year1	$361,607.00
Year2	$368,932.65
Year 3	$368,932.55
Total Grant Amount	$1,099,472.20
Total Operating Budget of Organization	
% of the grant to Operating Budget Amount	

TIMELINE OF ACTIVITIES

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

Key Activity/Metric *You may want to connect activities to program goals, objectives, and budget line items*	**Location** *Where the activity will take place*	**Staff** *Persons / Agency responsible*	**Partnerships** *Any partnerships involved in or leading the activity*	**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**
Weekly Meetings between Coordinators Executive director to align priorities	*Vista Academy*	*ED, Coordinators, Student Interns*		X	X	X	X	X	X	X	X	X	X	X	X
Monthly Meetings with other schools and SWAGGER Committee-	*Vista Academy*	*ED/ Coordinators*	*Cooperating schools on campus and pathways partners (Legacy options students/Montbello Career and Tech Students)*	X	X	X	X	X	X	X	X	X	X	X	X
Attend and coordinate with Montebello Organizing Committee	*12000 E 47th Ave, Denver, CO*	*ED*	*MOC has extended cooperating organizations to serve our FNE Community.*	X	X	X	X	X	X	X	X	X	X	X	X

Planting /maintaining community gardens (2 – 20 beds total) and hydroponics/aquaponics systems	*Evie Dennis Campus*	*Ag coordinator*	*working with Inuit Acres, Irish Farmer, Ag Interns,* SustainEd Farms partnership	X	X	X	X	X	X	X	X	X	X	X	X
Student Interns (Food Service/Ag Service)- Will be hired annually in September through July.	*Vista Academy*	*ED*	*Working with* SustainEd Farms partnership	X	X	X	X	X	X	X	X	X	X	X	X

Tracking Monthly Food Distribution- Weekly Tracking with monthly Reporting	*Vista Academy*	*Food Service Coordinator*		X	X	X	X	X	X	X	X	X	X	X	X
Snack Tracking – Weekly tracking/monthly reporting	*Vista Academy*	*Food Service Coordinator*		X	X	X	X	X	X	X	X	X	X	X	X
Semi- Annual Reporting	*Vista Academy*	*Collaboration between ED/Coordinators*		X		X		X		X		X		X	
MANRRS Student Educational Conference	*Vista Academy – Nashville Tennesee*	*Ag Coordinator/ED*	*MANRRS National Chapters*	X	X	X	X	X	X	X	X	X	X	X	X

Agricultural Education	*Vista Academy*	*Ag Coordinator/ED*	Contractor Meetings- Inua Acres/Sustain Ed Farms/ Irish Farmers	X	X	X	X	X	X	X	X	X	X	X	X
CEED Meal Distributions- Monthly distribution and data tracking	*Vista Academy*	*Food Service Coordinator and interns*		X	X	X	X	X	X	X	X	X	X	X	X
Daily Snack Distribution	*Vista Academy*	*Food Service Coordinator*	*MOC to help with needs of other schools on campus*	X	X	X	X	X	X	X	X	X	X	X	X

Exhibit D

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

Invoice #	
Date Invoice is sent to HFDK	
PRJ number	
Payment Option	ACH

Organization Name	Vista Academy
Invoice Period	
Final Invoice Amount	$ -
Payment Terms	Immediate
Grantee Waives Prompt Pay	

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	720-865-5421
Email:	HFDKinvoices@denvergov.org

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

Expenditure				Total Amount	
Budget Categories					
Food and Supplies					
Item	**Description of Item**	**Quantity**	**Per Item Cost**	Total Amount Requested from HFDK	Total Spent
CEED Family Dinner bags	Bags for food distribution of grocery bags as well as CEED Meals	1800	$ 1.00	$1,800.00	
CEED Meal produce	Monthly produce bags for the Community Equity Educational Dinners and emergency food bags as needed	1370	$ 30.00	$41,100.00	
Healthy Snacks	1000 students X 36 weeks X 5 days	18000	$ 4.00	$72,000.00	
Chest Freezer for Snacks	Freezer for Students to access Healthy frozen snacks	1	$ 1,742.83	$1,742.83	
Packaging for meals and snacks	Various sustainable packaging for healthy snack program CEED meals	5000	$ 1.00	$5,000.00	
Campus Snack Access Refrigerators	Refrigerators for healthy snacks for campus	2	$ 2,699.00	$5,398.00	
			Total Food and Supplies	**$127,040.83**	$ -
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
Assistant Culinary Instructor	Provide direct education for students in food safety, preparation, and nutrition.	100.00%	$ 54,000.00	$ 54,000.00	
Hourly Employees					
Position Title	**Description of Work**	**Hours**	**Hourly Rate**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**	Total Spent
Student Interns	2-3 student interns for the food services department and 2-3 student interns for the agricultural initiative.	3175.00	$ 18.90	$60,007.50	
Executive Director	Oversees all aspects of the grant from supervision of student interns, liaison between DPS, HFDK, and Vista Academy, attends community collaborative meetings and initiates partnerships with community members.	257.31	$ 80.39	$20,685.31	
Program Coordinator for Food Service	Coordinates food procurement, reporting, production, and distribution.	125.00	$ 40.00	$5,000.00	
Program coordinator for Agricultural Services	Works with Executive Director to maintain, expand, plant, and harvest food product. Also coordinate with outside per	125.00	$ 40.00	$5,000.00	
CEED Coordinator 1	Supervise menuing, production, supervision of student intern, food deliver, publication.	100.00	$ 40.00	$4,000.00	
CEED Coordinator 2	Supervise menuing, production, supervision of student intern, food deliver, publication.	100	$ 40.00	$4,000.00	
Volunteers and community outreach	Food bag distribution, CEED Meal Distribution, Translation, community engagement	50	$ 40.00	$2,000.00	
Exercise and Nutritional Programming/food	Nutritional and fitness programming, food distribution	100	$ 40.00	$4,000.00	
			Total Personnel Services	**$158,692.81**	
Other Misc					
Item	**Description**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**	Total Spent
Agriculture Refresh	Soil replacement, irrigation repair, garden expansion, hydroponics replenishment.	**1**	**$ 11,000.00**	$11,000.00	
uminum reusable waterbottl	Sustainability education, nutritional information, community engagment.	**500**	**$ 10.00**	$5,000.00	
RS Student Educational Conf	Educational programming for students in agriculture, natural resources, and related sciences	**1**	**$ 23,000.00**	$23,000.00	
			Total Personnel Services	**$39,000.00**	
Subcontractors					
Item	**Description**	**Quantity**	**Per Item Cost**	**Total Amount Requested from Healthy Food for Denver's Kids Initiative**	Total Spent
Inua Acres/Irish Farmer/SustainEd Farms	Agricultural education, programming, support	1	$ 4,000.00	$4,000.00	
			Total Personnel Services	**$4,000.00**	
			TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)	**$328,733.64**	
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.			**$0.00**	
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)			**$32,873.36**	
			TOTAL INDIRECT COSTS	**$0.00**	
				Total Expense for this Invoice	$ -

Billing Summary	
Total Contract Amount	$361,607.00
Total Spent with Documentation	
Budget Amount Remaining	$ 361,607.00

☐	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, preferentialy 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