

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency The Colorado Department of Law, on behalf of the Office of Community Engagement	Agreement Number
Grantee City of Pueblo	Grant Amount State Fiscal Year 2021-2022: \$30,897.33 State Fiscal Year 2022-2023: \$86,438.34 State Fiscal Year 2023-2024: \$43,542.00
Grant Issuance Date The later of February 1, 2022 or the date the State Controller or an authorized delegate signs this Grant Letter	Extension Term State Fiscal Year 2023-2024: \$43,541.99 State Fiscal Year 2024-2025: \$45,580.34
Grant Expiration Date December 31, 2023	Maximum Total for all State Fiscal Years: \$250,000.00
	Grant Authority §24-31-108(4)(a), C.R.S.
Grant Purpose Pueblo Food Project (“PFP”), a project of the City of Pueblo, is a community-led coalition which aims to develop a vibrant, nutritious, and equitable local food system in the City and County of Pueblo. This grant will support PFP programming by increasing capacity to implement existing and new programs for youth and families’ wellbeing and engagement in the local food economy.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Sample Option Letter In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 3. Exhibit B, Budget. 4. Exhibit C, Sample Option Letter 	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">GRANTEE City of Pueblo</p> <hr/> <p style="text-align: center;">By: Nicholas A. Gradisar, Mayor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General</p> <hr/> <p style="text-align: center;">By: Eric Meyer, Chief Operations Officer</p> <p>Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD Department of Law Philip J. Weiser, Attorney General</p> <hr/> <p style="text-align: center;">By: Melissa Moynham, Department of Law, State Controller Delegate</p> <p>Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee Agency, Grantor Agency may, in its sole discretion, extend the term of this Grant or increase or decrease the Grant Amount under this Grant through an Option Letter, Exhibit C, providing the new Expiration Date and/or Grant Amount. Items in Exhibit A, Statement of Work and Exhibit B, Budget that exceed the initial two-year term shall be considered part of the optional extension period.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- N. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- O. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- P. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Q. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- R. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- S. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- U. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- V. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee

(i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and

exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include,

but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

EXHIBIT A, STATEMENT OF WORK

I. DEFINITIONS

In addition to the terms defined in the Agreement, the following terms shall be construed and interpreted as follows:

- A. “Full-time” means 1.0 FTE, or 40 (forty) hours per week.
- B. “Young Person/Youth” means individuals aged 22 and younger.

II. BACKGROUND

Pueblo Food Project (“PFP”), a project of the City of Pueblo, is a community-led coalition which aims to develop a vibrant, nutritious, and equitable local food system in the City and County of Pueblo. This grant will support PFP programming by increasing capacity to implement existing and new programs for youth and families’ wellbeing and engagement in the local food economy.

III. STATEMENT OF WORK

- A. Program Manager. The City of Pueblo shall hire a Full-time staff member to support day to day activities and administration for PFP during the entire Agreement Term. The Program Manager shall be responsible for all aspects of program management for PFP, which shall include but is not limited to: supporting the PFP community coalition, stakeholder input, program planning and delivery, community engagement, and improving organizational processes.

Deliverable: Hire and complete Program Manager onboarding.

Due: May 1, 2022.

Deliverable: Submit hired Program Manager resume to the State.

Due: May 1, 2022.

Deliverable: Communicate any changes to Program Manager staffing during the Agreement Term to the State, in writing.

Due: Within thirty (30) days of change.

- B. Healthy Community Meal Prep Program. PFP shall pilot a healthy community meal preparation (“meal prep”) program for Pueblo families, during which families will gather as a group to learn the recipe, taste the recipe, and then prepare portions they can take home and use during the work week or other times preparing fresh food is not an option. The goal of the pilot program is to build community, increase cooking skills, advance nutrition awareness, provide a support system for families aiming to improve their diet, and increase the amount of fresh produce consumed.

- 1. Program performance measures:

- a. # of total families participating in monthly session
- b. # of fresh produce prepared and consumed
- c. # of families who participate in more than 1 class
- d. # of families who participate in all classes
- e. # of families who complete monthly challenge for healthy habit
- f. # of social media posts with families enjoying their prepped meals
- g. # of community leaders (chefs, farmers, makers) who collaborate on classes

Deliverable: Once per year, develop a nine (9) month community meal prep curriculum.

Due: March 31, 2022; March 31, 2023; and March 31, 2024.

Deliverable: Host community meal prep sessions each in calendar years 2022, 2023, and 2024, totaling twenty-five (25) sessions throughout the Agreement Term. PFP shall aim to space these out to hold once per month.

Due: One (1) sessions completed for FY22 by June 30, 2022; Ten (10) sessions completed for FY23 by June 30, 2023; nine (9) sessions completed for FY24 by June 30, 2024; and five (5) sessions completed for FY25 by December 30, 2024.

Deliverable: Produce and distribute recipe book to community meal prep participants for the preceding calendar year.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Hold community feedback sessions twice each calendar year during implementation of the meal prep program.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Compile and submit program report to the State incorporating community feedback sessions and program performance measures.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

C. Pueblo Fooducates Program. PFP shall implement a youth engagement and leadership development program called Pueblo Fooducates. This youth led program will focus on creating collaborative solutions for improving food systems, with youth participants hosting community sessions and activities, and participating in regional, state, national, and international conversations about community food systems. The Fooducates will host a youth leadership retreat for student leaders to discuss health and nutrition and develop collaborative projects.

1. Program performance measures:

- a. # of young leaders participating in Fooducates
- b. # of families impacted by Fooducates events
- c. Amount of local food delivered into the community (by value and volume)
- d. # of communities represented at the Young Person Food System Leader Retreat
- e. # of collaborative projects started as result of the Young Person Leader Retreat
- f. Improvement of leadership skills resulting from participation in the Fooducates Program as reported in surveys
- g. # of events where Pueblo Fooducates are represented

Deliverable: Host four (4) community learning events each calendar year of 2022, 2023, and 2024.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Host the Young Person Food System Leader Retreat in Pueblo October-December, once per calendar year.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Fooducates present work to Pueblo City Council in a Work session in April through May each year during the Agreement Term.

Due: June 30, 2022; June 30, 2023; and June 30, 2024.

Deliverable: Submit Fooducates Year in Review annual report, to include reporting on program performance measures.

Due: December 31, 2022; December 31, 2023; and December 31, 2024.

D. Chicken Coop Project. PFP shall determine feasibility for a youth led chicken coop to engage the community in an education and learning opportunity and small community business and, if determined feasible as indicated by achievement of program milestones, implement the project during the Agreement Term with a goal of sustaining the project beyond the Agreement Term.

1. Program milestones:

- a. Written confirmation from community partners to support a youth led chicken coop
- b. Written confirmation from the City Zoning Department approving such an operation
- c. Approval of an implementation plan by the PFP Food and Farm Literacy and Education Working Group
- d. Egg production curriculum complete and signed off by CSU-P Extension

Deliverable: Submit a project feasibility report to the State, including confirmation that all program milestones have been met, and if not, the impact on feasibility and continuing needs.

Due: September 30, 2022.

Deliverable: Submit recommendations to PFP Food and Farm Literacy and Education Working Group.

Due: September 30, 2022.

Deliverable: Submit implementation plan to the State if chicken coop project is deemed feasible.

Due: March 31, 2023.

Deliverable: Submit alternative plan to the State if chicken coop project is not deemed feasible. This shall include meeting with the State to discuss possible alternatives prior to submission of the alternative plan.

Due: March 31, 2023.

Deliverable: Submit project operating and sales report for the preceding calendar year.

Due: December 31, 2023 and December 31, 2024.

Deliverable: Submit project sustainability plan to the State for continuation of the project beyond the Agreement Term.

Due: March 31, 2024.

- E. Program Evaluation. Grantee shall engage a Subcontractor as an evaluation specialist with expertise in program evaluation to review the grant funded programs and determine a plan for continuation and sustainability beyond the Agreement Term.

Deliverable: Submit program evaluation report and sustainability plan to the State.

Due: December 31, 2024.

IV. REPORTING REQUIREMENTS

A. Progress Reports.

Grantee shall submit written Progress Reports to the State with respect to calendar quarters ending September 30 (Q1), December 31 (Q2), March 31 (Q3), and June 30 (Q4) during the Agreement Term, which shall include, but is not limited to:

1. Progress made on grant objectives and deliverables set forth under §III of this Statement of Work and any resulting impact or outcome;
2. Any delays, changes, or relevant new information related to the Services;
3. Any required written reports or other deliverable products due within the reported period; and
4. Other information, as directed by the State.

Deliverable: Written Progress Reports.

Due: Within fifteen (15) days of the end of the reported quarter.

B. Availability.

Grantee shall be available for meetings with the State regarding this grant, upon request by the State.

VI. INVOICING, PAYMENT AND ACCOUNTING

A. Invoicing and Payment Procedures.

Grantee shall submit an invoice to the State for expenditures incurred and paid during the invoiced period in an amount not to exceed the maximum amount payable set forth in each budget line in Exhibit B – Budget.

Invoices shall be submitted within fifteen (15) calendar days of the end of the month covered by the invoice. Invoices submitted for Services performed in June shall be submitted within five (5) calendar days of the end of the month, with supporting documentation due within fifteen (15) calendar days of the end of the month.

Allowable expenditures are set forth in Exhibit B – Budget and must follow State Fiscal Rules.

Grantee shall submit invoices to:

Grants Manager
Office of Community Engagement
OCE.GrantMgmt@coag.gov

The invoice shall contain all of the following for each completed deliverable:

1. Invoice Number;
2. Invoice Date;
3. The total amount payable to Grantee per budget line set forth in Exhibit B - Budget;
4. Supporting documentation equal to 100% of the total net amount owed to Grantee;
5. Other pertinent information necessary to support the invoice, its attachments, summaries, or details;
and
5. Other information, as directed by the State.

B. Accounting.

At all times from the Agreement Effective Date until completion of the Work, Grantee shall maintain properly segregated books of State Funds and other funds associated with the Work. All invoices associated with the performance of Services shall be documented in a detailed and specific manner and shall accord with the Budget set forth in Exhibit B. Grantee shall make and maintain accounting and financial books and records documenting its performance under the Statement of Work in a form consistent with good accounting practices.

EXHIBIT B, BUDGET

GRANT BUDGET SUMMARY

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>TOTAL</u>
Personal Services	\$18,333.33	\$44,000.00	\$44,000.00	\$22,000.00	\$128,333.33
Materials/Supplies & Operating Expenses	\$2,684.00	\$26,276.00	\$23,102.00	\$14,388.00	\$66,450.00
Travel	\$620.00	\$3,462.34	\$3,462.34	\$2,842.34	\$10,387.02
Contractual	\$9,260.00	\$12,700.00	\$16,519.65	\$6,350.00	\$44,829.65
FISCAL YEAR TOTAL	\$30,897.33	\$86,438.34	\$87,083.99	\$45,580.34	\$250,000.00

FY22 (Approximately 5 Months)					
Personal Services - Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	\$18,333.33	\$0.00	100%	\$18,333.33
Total Personal Services					\$18,333.33

Materials/Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing) - per event	\$1,174.00	1	\$1,174.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	\$1,510.00	1	\$1,510.00
Total Supplies & Operating Expenses				\$2,684.00

Travel				
Item	Description of Item	Rate	Quantity	Total
Gas Cards	Gift cards for gas for activity participants	\$10.00	62	\$620.00
Total Travel				\$620.00

Contractual				
Item	Description of Item	Rate	Quantity (Hours)	Total
Community Chef Instructor	Leader of cooking lessons	\$35.00	12	\$420.00
Community Chef Assistant	Assistant to chef	\$20.00	12	\$240.00
Chicken Coop Consultant	Creates feasibility and implementation plan for chicken coop	\$50.00	100	\$5,000.00
Fooducates paid intern	Youth coordinator for youth group	\$16.00	100	\$1,600.00
Community Meal Prep Curriculum	Consultant to develop curriculum for community meal prep	\$50.00	40	\$2,000.00
Total Contractual				\$9,260.00
SUB-TOTAL BEFORE INDIRECT				\$30,897.33

Total Indirect	\$0.00
TOTAL	\$30,897.33

FY23 (12 Months)					
Personal Services - Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	\$44,000.00	\$0.00	100%	\$44,000.00
Total Personal Services					\$44,000.00

Materials/Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	\$1,174.00	10	\$11,740.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	\$1,509.00	4	\$6,036.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	\$4,000.00	1	\$4,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	\$4,500.00	1	\$4,500.00
Total Supplies & Operating Expenses				\$26,276.00

Travel				
Item	Description of Item	Rate	Quantity	Total
Gas Cards	Gift cards for gas for activity participants	\$10.00	124	\$1,240.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	\$138.90	16	\$2,222.34
Total Travel				\$3,462.34

Contractual				
Item	Description of Item	Rate	Quantity (Hours)	Total
Community Chef Instructor	Leader of cooking lessons	\$35.00	40	\$1,400.00
Community Chef Assistants	2 assistants to help chef	\$20.00	40	\$800.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	\$20.00	365	\$7,300.00
Fooducates paid intern	Youth coordinator for youth group	\$16.00	200	\$3,200.00
Total Contractual				\$12,700.00
SUB-TOTAL BEFORE INDIRECT				\$86,438.34

Total Indirect	\$0.00
TOTAL	\$86,438.34

FY24 (12 Months: July-December 2023, January-June 2024 Extension Term)					
Personal Services - Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	\$44,000.00	\$0.00	100%	\$44,000.00
Total Personal Services					\$44,000.00

Materials/Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	\$1,174.00	9	\$10,566.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	\$1,509.00	4	\$6,036.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	\$2,000.00	1	\$2,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	\$4,500.00	1	\$4,500.00
Total Supplies & Operating Expenses				\$23,102.00

Travel				
Item	Description of Item	Rate	Quantity	Total
Gas Cards	Gift cards for gas for activity participants	\$10.00	124	\$1,240.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	\$138.90	16	\$2,222.34
Total Travel				\$3,462.34

Contractual				
Item	Description of Item	Rate	Quantity (Hours)	Total
Community Chef Instructor	Leader of cooking lessons	\$35.00	36	\$1,260.00
Community Chef Assistants	2 assistants to help chef	\$20.00	36	\$720.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	\$20.00	365	\$7,300.00
Fooducates paid intern	Youth coordinator for youth group	\$16.00	200	\$3,200.00
Evaluation Specialist	Consultant to help evaluate programs	\$42.30	95.5	\$4,039.65
Total Contractual				\$16,519.65
SUB-TOTAL BEFORE INDIRECT				\$87,083.99

Total Indirect	\$0.00
TOTAL	\$87,083.99

FY25 (6 Months Extension Term)					
Personal Services - Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	\$22,000.00	\$0.00	100%	\$22,000.00
Total Personal Services (including fringe benefits)					\$22,000.00

Materials/Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	\$1,174.00	5	\$5,870.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	\$1,509.00	2	\$3,018.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	\$1,000.00	1	\$1,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	\$4,500.00	1	\$4,500.00
Total Supplies & Operating Expenses				\$14,388.00

Travel				
Item	Description of Item	Rate	Quantity	Total
Gas Cards	Gift cards for gas for activity participants	\$10.00	62	\$620.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	\$138.90	16	\$2,222.34
Total Travel				\$2,842.34

Contractual				
Item	Description of Item	Rate	Quantity (Hours)	Total
Community Chef Instructor	Leader of cooking lessons	\$35.00	20	\$700.00
Community Chef Assistants	2 assistants to help chef	\$20.00	20	\$400.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	\$20.00	182.5	\$3,650.00
Fooducates paid interns	Youth coordinator for youth group	\$16.00	100	\$1,600.00
Total Contractual				\$6,350.00
SUB-TOTAL BEFORE INDIRECT				\$45,580.34

Total Indirect	\$0.00
TOTAL	\$45,580.34

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

OPTIONS:

1. Option to extend for an Extension Term
2. Option to change the quantity of Goods under the Contract
3. Option to change the quantity of Services under the Contract
4. Option to modify Contract rates
5. Option to initiate next phase of the Contract

REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
6. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
7. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
8. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
9. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

OPTION EFFECTIVE DATE:

- B. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr style="width: 80%; margin: 10px auto;"/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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