

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DENVER NEIGHBORBORHOOD REVITALIZATION, INC.**, a Colorado non-profit corporation, whose address is 1555 California Street, Suite 200, Denver, Colorado 80202 (the “Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated August 18, 2009, subsequently amended in a First Amendatory Agreement dated March 14, 2011 to provide funds to be utilized for implementing program activities related to the Neighborhood stabilization Program (NSP) (the “Agreement”); and

WHEREAS, the City and the Contractor wish to amend the Agreement, to revise and define the provisions related to the Applicant Verification Statue;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 1 of the Agreement, entitled “**SERVICES TO BE PROVIDED**”, is hereby amended to read as follows:

“1. **SERVICES TO BE PROVIDED**: The Contractor agrees to carry out the program services described in **Exhibit A-2** entitled “Scope of Services,” and **Exhibit B** entitled “Financial Administration,” and the budget contained therein, in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Housing and Urban Development (“HUD”) or the City. Subsequent procedures that may be prescribed shall only be applicable on a going forward basis unless otherwise set forth in such procedures. Exhibits A and B are attached hereto and incorporated herein by this reference as if fully set forth herein. Changes to the services described in Exhibit A-2 may be approved in writing by the Director of the City’s Office of Economic Development (“OED”), or his or her designee, provided the changes do not (i) extend the term of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. In the event of any conflict between the terms and conditions contained in this document and those contained in Exhibits A-2 and B, which cannot be resolved so as to give effect to both or all provisions, then the terms and conditions contained in

this document shall be deemed to be controlling over those in Exhibits A-2 and B.”

2. Paragraph 23 of the Agreement entitled “**PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE**” is hereby deleted in its entirety.

3. This Second Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

4. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

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

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

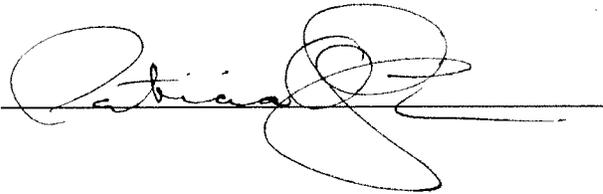
By _____

By _____



Contract Control Number: OEDEV-GE9A020-02

Contractor Name: DENVER NEIGHBORHOOD REVITALIZATION
INC

By: 

Name: Patricia Gage
(please print)

Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT A-2
SCOPE OF SERVICES**

**OFFICE OF ECONOMIC DEVELOPMENT
BUSINESS AND HOUSING SERVICES**

**DENVER NEIGHBORHOOD REVITALIZATION, INC.
NEIGHBORHOOD STABILIZATION PROGRAM**

I. INTRODUCTION

The purpose of this second amendatory agreement is to revise the provisions related to program revenue for the Neighborhood Stabilization Program granted through the Office of Economic Development Business and Housing Services (BHS) to **DENVER NEIGHBORHOOD REVITALIZATION, INC., (DNRI)** (the "Contractor"). Funding shall be utilized for implementing program activities related to the Neighborhood Stabilization Program 1 (NSP1). All changes are indicated in **BOLD**.

Funding Source:	Amount:	CFDA #: 14.218
<input type="checkbox"/> CDBG	\$0	
<input type="checkbox"/> HOME	\$0	
<input checked="" type="checkbox"/> NSP	\$2,205,905.62	
	Original Budget: \$2,000,000	
	Amendment – 1: \$205,905.62	
	Amendment – 2: \$0.00	

HUD Matrix Code:

- 1: Acquisition of Real Property
- 2: Disposition
- 12: Construction of Housing
- 4: Clearance and Demolition
- 14A: Rehabilitation: Single-unit Residential
- 14B: Rehabilitation: Multi-unit Residential

HUD Eligible Activity: 570.201; 570.202; 570.206

Accomplishment Code: 10: Housing Units

CDBG – Only

HUD National Objective: LMH: Low/mod housing benefit to improve permanent residential housing.

HOME – Only

HUD Eligible Cost: N.A.

Organization: Denver Neighborhood Revitalization, Inc. **EIN: 27-0232125**

Address: 1555 California Street, Suite 200, Denver, CO 80202

Contact Person: Marianne LeClair

Phone: 303-534-3872

Email: mleclair@renewdenver.org

DUNS Number: 964244011

Organization Type: Non-profit For-profit Quasi-Governmental Agency

Is the organization a Faith-based/Community Initiative? Yes No

Is the organization woman owned? Yes No

Contract Relationship:

Subrecipient Vendor Beneficiary **Developer** Community Based Development Organization

Community Housing Development Organization

For IDIS data entry purposes, contract relationship: Beneficiary

Council District(s): CW Neighborhood(s): CW Census Tracts: CW

Is the purpose of this activity to:

- | | | |
|--|------------------------------|--|
| Help prevent homelessness? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help the homeless | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help those with HIV/AIDS | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Primarily help persons with disabilities | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Contract Period: June 1, 2009 – March 20, 2019

- Will program income be generated by this activity? Yes No
 Will activity be carried out by an entity other than grantee? Yes No

If yes, please list entity: DNRI will be the contracting entity. The DNRI team is comprised of the Denver Urban Renewal Authority, the Colorado Housing Assistance Corporation and Habitat for Humanity of Metro Denver.

II. ACTIVITY DESCRIPTION

1. Purpose

Purpose/Description of Activity: To implement activities under the Neighborhood Stabilization Program Substantial Amendment Plan.
 Funds will be used to Acquire, rehabilitate and resell foreclosed properties. Acquire and demolish blighted properties for redevelopment. Develop and redevelop low income rental and homeownership housing.
 Land banking is an eligible activity. The land bank must operate in a specific, defined geographic area. The allowed geographic areas for land banking activities are the Denver NSP target neighborhoods listed in Attachment A-2 C. The developer may purchase properties that have been foreclosed upon and maintain, assemble, facilitate the redevelopment of, market, and dispose of the land-banked properties.

2. Program Requirements and Responsibilities: SEE ATTACHMENT A-2

3. Performance Objectives & Outcomes

The intent of this activity is to acquire, rehabilitate and/or demolish and resell or redevelop foreclosed properties.
 (Select Objectives with Outcomes)

Availability / Accessibility

- Enhance Suitable Living Environment Through New/Improved Accessibility
- Create Decent Housing with New/Improved Availability
- Promote Economic Activity Through New/Improved Sustainability

Affordability

- Enhance Suitable Living Environment Through New/Improved Accessibility
- Create Decent Housing with New/Improved Availability
- Promote Economic Activity Through New/Improved Sustainability

Sustainability

- Enhance Suitable Living Environment Through New/Improved Accessibility
- Create Decent Housing with New/Improved Availability
- Promote Economic Activity Through New/Improved Sustainability

4. Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators
Rehabilitation Loan Program
Number of homeownership units estimated to be acquired rehabbed and sold or redeveloped: 43
Number of rental units estimated to be provided : 0
Number of units estimated to be developed through acquisition and land banking: 0
Amount of money estimated leveraged: \$1,000,000
NOTE: These estimates are based on expenditure of initial program funding and program revenue through March 20, 2013.

5. Implementation Plan and Timeline

The following table outlines the implementation plan and time lines for this contract.

Task	Projected Beginning & End Dates
Secure appraisals for proposed acquisitions	June 1, 2009 – March 20, 2013
Complete rehabilitation inspections for proposed acquisitions	
Complete demolition on blighted acquisitions	
Close acquisitions of targeted properties	
Provide homeownership development parcels	
Coordinate redevelopment activities of non-profit and for-profit developers	
Ensure adequate property management for acquired properties	
Coordinate and contract for ancillary services	
Ensure completion of homebuyer counseling component	
Ensure all affordability restrictions are met	
Coordinate all property sales and lease purchases	
Coordinate marketing activities with the Office of Economic Development	
Complete all acquisition, rehabilitation and resale development of properties	

III. REVISED Budget

Amendment #2 does not include changes in the budget. The budget shall remain the same.

<u>PROGRAM ACTIVITY</u>	Original Budget	Budget with Amend #1 revisions
Acquisition and Rehabilitation	\$1,170,000	\$1,599,905.62
Low Income Rental and Homeownership	\$510,000	\$606,000.00
Acquisition and Land Banking	<u>\$320,000</u>	<u>\$0.00</u>
TOTAL	\$2,000,000	\$2,205,905.62

If program income is generated, how will income be used? Program Income is not anticipated to be generated. Revenues will be generated through homes sales and rental property income. Revenues generated must be used to acquire, rehabilitate and/or demolish and resell additional foreclosed homes or redevelop other foreclosed properties for housing purposes. The Contractor has been designated a “Developer” under this contract. This allows the Developer to keep any revenue generated by this contract and those funds are not designated as “program income” under the traditional HUD definition. Revenue generated under this contract will be considered program revenue and shall be used for additional NSP eligible activities as outlined in the contract. Monthly reporting will be required until funds have been depleted. Reports shall be submitted by the 10th of each month for the previous month activity. The format of this report shall be the provided by the City.

Is a copy of the Program Budget form attached? Yes No
 Are non-personnel costs being funded Yes No
 If yes, attach a cost allocation plan Yes No (To be provided prior to first draw.)
 N/A DNRI is a Developer.

IV. Reporting

The **Contractor Neighborhood Stabilization Program** shall submit the following reports by the 10th of each month to **BHS/CPM (Contract Performance Management)**: (emailed to contractor and to be provided with executed contract if the contractor does not already have):

1. The **Statement of Household Income/Demographics** for each program participant (signed by each program participant and kept on file at DNRI).
2. The **Outcome Performance Measurement Report**
3. The **Race/Ethnicity Report** which will be a monthly cumulative report.
4. Other reporting as requested by BHS/CPM (such as quarterly narrative reports; sales proceeds and program revenue reports).
5. HUD requires reporting of NSP activities in the Disaster Recovery Grant Reporting (DRGR) system. Final requirements of the DRGR have not been received. City will provide reporting format and with Contractor when available and upon request of the format by Contractor, Contractor will provide this report.
6. Most acquisition and rehabilitation activities will be completed within 48 months. As the contract progresses, reporting will only be required for continuing activities.

Is the Outcome Performance Measurement Report attached? Yes No

Type of income verification utilized:

Self-Certified Verification Not Applicable

Self-certification is sufficient for counseling activities; however, verification is required for homebuyers or renters.