

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE DENVER FOUNDATION**, a Colorado nonprofit corporation, whose address is 1009 Grant Street, Denver, CO 80203 (the “Contractor”), jointly “the parties”.

RECITALS

WHEREAS, the Parties entered into an Agreement dated July 28, 2022, as amended by an Amendatory Agreement dated July 19, 2023 (collectively, the “Agreement”), to strengthen nonprofit organizations directly to empower and provide services to Denver’s residents and support community capacity building for civic participation in their community; and

WHEREAS, the Agreement expired by its terms on December 31, 2023; and

WHEREAS, the Parties wish to revive and reinstate all of the terms and conditions of the Agreement and to amend the Agreement to revise the Scope and Budget, to increase the Maximum Contract Amount, and to make such other Amendments as are herein set forth.

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

1. The Agreement is hereby revived and affirmed in its entirety.
2. All references to “...**Exhibit A**” or “**Exhibit A-1**” in the existing Agreement shall be amended to read: “...**Exhibit A-2**...” as applicable. **Exhibit A-2** is attached hereto and incorporated herein.
3. All references to “...**Exhibit B**” or “**Exhibit B-1**” in the existing Agreement shall be amended to read: “...**Exhibit B-2**...” as applicable. **Exhibit B-2** is attached hereto and incorporated herein.
4. Section 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“3. TERM: This Agreement will commence on April 1, 2022, and will expire on December 31, 2024 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

5. Section 4.d.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended to read as follows:

“d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$615,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** are performed at the Contractor’s risk and without authorization under the Agreement.”

6. A new Section 35, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is added to read as follows:

“**35. 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.”

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

8. This Revival and Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202473958-[2] [202267787-01] [202263172]
Contractor Name: THE DENVER FOUNDATION

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

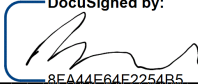
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202473958-[2] [202267787-01] [202263172]
THE DENVER FOUNDATION

By:  _____
8FA44E64F2254B5...

Name: Dace West
(please print)

Title: Chief Impact Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

NONPROFIT TECHNICAL ASSISTANCE GRANTS
SECOND AMENDED STATEMENT OF WORK
Exhibit A-2

The **nonprofit** technical assistance funds program, administered by The Denver Foundation, and monitored by Denver’s Economic Development and Opportunity’s (DEDO) Division of Neighborhood Equity and Stabilization (NEST) will consist of providing funds to nonprofit organizations in Denver with needed technical assistance, building capacity within community groups in Denver’s neighborhoods, and increasing community collaboration for collective power building. The goals of the program are to strengthen nonprofit organizations directly to empower and provide services to Denver’s residents and support community capacity building for civic participation in their community.

SUMMARY OF SERVICES

NEST will administer a contract in the amount of \$200,000 for The Denver Foundation to provide grants for direct developmental support that will assist a minimum of 10 (a range of 10 – 40) nonprofit organizations as detailed below.

The funding will strengthen nonprofit growth and resiliency to overcome economic downturn and we are intentional in providing support to nonprofits to benefit our community beginning April 1 through December 31, 2022.

AMENDED SUMMARY OF SERVICES

NEST will administer a contract in the amount of **\$415,000 (\$200,000 for the year 2022 and an additional \$215,000 for the year 2023)** for The Denver Foundation to provide grants for direct developmental support that will assist a minimum of 10 (a range of 10 – **80**) nonprofit organizations as detailed below.

The funding will strengthen nonprofit growth and resiliency to overcome economic downturn and we are intentional in providing support to nonprofits to benefit our community beginning April 1, **2022** through December 31, **2023**.

2nd AMENDED SUMMARY OF SERVICES

NEST will administer a contract in the **total** amount of **\$615,000 (\$200,00 for the year 2022 plus an additional \$215,000 for the year 2023, and an additional \$200,000 for the year 2024)**, from the general funds budget, for the Denver Foundation to provide grants for direct developmental support that will assist a minimum of 10 (a range of 10 – **60**) nonprofit organizations as detailed below. **The estimated range of nonprofits organizations has been lowered due to the intensive nature of the technical assistance provided by this funding.**

The funding will strengthen nonprofit growth and resiliency to overcome economic downturn to benefit our community beginning April 1, 2022 through December 31, **2024**.

SCOPE OF WORK

The Denver Foundation will work to provide partner nonprofit organizations with grants for direct developmental support that will assist nonprofits in: fundraising, financial management, and diversifying

sources of funds; **resident engagement** (including **community led initiatives** and **capacity building with residential leadership**); effective communication with stakeholders, including marketing communications; reporting; effective governance and board management; strategic planning; systematic change planning; collective impact collaboration; racial equity; succession/transition planning; evaluation tool development; leadership support for executive directors, etc. Organizations located in and/or serving NEST neighborhoods are expected to be prioritized (Westwood, Villa Park, West Colfax, Valverde, Sun Valley, Globeville, Elyria, and Swansea, NE Park Hill, Montbello, East Colfax and any other priority neighborhoods as established by NEST).

Tasks under this contract include the following:

- June 20, 2022 - Guidelines and application launch by TDF/DEDO; begin outreach campaign
- June 30, 2022 - First weekly consideration of rolling TA grants
- July 1, 2022 - First weekly grants approved; checks processed within 7 days
- July 18, 2022 - All TDF/DEDO grantees in NEST neighborhoods have received follow-up emails/calls regarding new TA Program
- September 26 - Final day for organizations to apply to TA
- September 27 - Grant portal closed
- September 28, 2022 - Final rolling TA grants evaluated
- October 7, 2022 - Final TA grants approved; final checks processed within 7 days
- November 7, 2022 - Beginning of weekly final report reminder to TA grantees
- December 31, 2022 - TA final report due to TDF
- January 15, 2023 - TA final report summary from TDF due to DEDO/NEST

AMENDED SCOPE OF WORK

The Denver Foundation will work to provide partner nonprofit organizations with grants for direct developmental support that will assist nonprofits in: fundraising, financial management, and diversifying sources of funds; **resident engagement** (including **community led initiatives** and **capacity building with residential leadership**); effective communication with stakeholders, including marketing communications; reporting; effective governance and board management; strategic planning; systematic change planning; collective impact collaboration; racial equity; succession/transition planning; evaluation tool development; leadership support for executive directors, etc. Organizations located in and/or serving NEST neighborhoods are expected to be prioritized (Westwood, Villa Park, West Colfax, Valverde, Sun Valley, Globeville, Elyria, and Swansea, NE Park Hill, Montbello, East Colfax and any other priority neighborhoods as established by NEST).

For the year 2022: Tasks under this contract include the following:

- June 20, 2022 - Guidelines and application launch by TDF/DEDO; begin outreach campaign
- June 30, 2022 - First weekly consideration of rolling TA grants
- July 1, 2022 - First weekly grants approved; checks processed within 7 days
- July 18, 2022 - All TDF/DEDO grantees in NEST neighborhoods have received follow-up emails/calls regarding new TA Program
- September 26 - Final day for organizations to apply to TA
- September 27 - Grant portal closed
- September 28, 2022 - Final rolling TA grants evaluated
- October 7, 2022 - Final TA grants approved; final checks processed within 7 days
- November 7, 2022 - Beginning of weekly final report reminder to TA grantees

- December 31, 2022 - TA final report due to TDF
- January 15, 2023 - TA final report summary from TDF due to DEDO/NEST

For the year 2023: Tasks under this contract include the following:

- Work with DEDO staff to launch guidelines
- Application management
- Outreach campaign to possible applicants
- Manage application portal
- Technical assistance to possible applicants
- Recruit, train, and manage selection committee
- Provide DEDO a list of recommendations for groups to be awarded
- Provide technical assistance to All TDF/DEDO grantees under this program
- Process checks for organizations' awards
- Manage financial compliance of funds
- Manage awardees reporting
- Submit a final report to DEDO

Specific dates reflected in working document.

2ND AMENDED SCOPE OF WORK

The Denver Foundation will work to provide partner nonprofit organizations with grants for direct developmental support that will assist nonprofits in: fundraising, financial management, and diversifying sources of funds; **resident engagement** (including **community led initiatives** and **capacity building with residential leadership**); effective communication with stakeholders, including marketing communications; reporting; effective governance and board management; strategic planning; systematic change planning; collective impact collaboration; racial equity; succession/transition planning; evaluation tool development; leadership support for executive directors, etc. Organizations located in and/or serving NEST neighborhoods are expected to be **prioritized (Athmar Park, Barnum, Barnum West, Clayton, College View, East Colfax, Elyria Swansea, Globeville, Kennedy, Lincoln Park, Mar Lee, Montbello, Ruby Hill, Sun Valley, Valverde, Villa Park, Westwood, Windsor, and any other priority neighborhoods as established by NEST).**

For the year 2024, tasks under this contract include the following:

- Work with DEDO staff to launch guidelines
- Application management
- Outreach campaign to possible applicants
- Manage application portal
- Technical assistance to possible applicants
- Recruit, train, and manage selection committee
- Provide DEDO a list of recommendations for groups to be awarded
- Provide technical assistance to All TDF/DEDO grantees under this program
- Process checks for organizations' awards
- Manage financial compliance of funds
- Manage awardees reporting
- Submit a final report to DEDO

Specific dates reflected in working document.

DELIVERABLES

Contractor shall execute the terms of the contract beginning April 1, 2022 and shall, at minimum, provide the following services:

- Fund 10-80 nonprofit organizations for technical assistance supports
- Provide outreach in vulnerable communities via multiple channels
- Submit required report to DEDO with invoices, including a cumulative activity report with final invoice

AMENDED DELIVERABLES

Contractor shall execute the terms of the contract beginning April 1, 2022 and shall, at minimum, provide the following services:

- Fund 10-80 nonprofit organizations for technical assistance supports
- Provide outreach in vulnerable communities via multiple channels
- Submit required report to DEDO with invoices, including a cumulative activity report with final invoice

2ND AMENDED DELIVERABLES

Contractor shall execute the terms of the contract beginning April 1, 2022 and shall, at minimum, provide the following services:

- Fund 10-60 nonprofit organizations for technical assistance supports
- Provide outreach in vulnerable communities via multiple channels
- Submit required report to DEDO with invoices, including a cumulative activity report with final invoice ([see reporting section below for more information](#))

BUDGET

1. The maximum budget for this contract is \$200,000. The budget shall be funded by General Funds in accordance with Exhibit B.
2. These funds will be used to cover technical assistance grants for nonprofits and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period beginning April 1, 2022.
3. Advanced payments are allowable under this contract if there is a true business need to receive funding for immediate cash disbursement. To receive advanced funding,
 - TDF must provide a letter of detailed reasoning on why funding is needed immediately and the potential impacts of service that not issuing an advanced payment could create.
 - All Advanced Funds need to be distributed to organizations within 7-10 business days of receiving cash from DEDO and all reconciliation paperwork to settle advance amounts needs to be submitted to DEDO within 30 business days.
 - If DEDO then issues an advanced payment to TDF, TDF must provide a detailed reconciliation of the payment before any additional payments will be issued by DEDO. This reconciliation may include bank statements, canceled checks, and/or any documentation on how the advanced payment funding was disbursed.
 - If a paper trail of supporting documentation cannot be provided by TDF, or for whatever reason TDF will not be able to distribute advanced funds according to contract agreement,

TDF will then be liable for reimbursing DEDO the full amount of advanced payment received.

AMENDED BUDGET

4. The maximum budget for this contract is **\$415,000**. The budget shall be funded by General Funds in accordance with Exhibit B.
5. These funds will be used to cover technical assistance grants for nonprofits and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period beginning April 1, 2022.
6. Advanced payments are allowable under this contract if there is a true business need to receive funding for immediate cash disbursement. To receive advanced funding,
 - TDF must provide a letter of detailed reasoning on why funding is needed immediately and the potential impacts of service that not issuing an advanced payment could create.
 - All Advanced Funds need to be distributed to organizations within 7-10 business days of receiving cash from DEDO and all reconciliation paperwork to settle advance amounts needs to be submitted to DEDO within 30 business days.
 - If DEDO then issues an advanced payment to TDF, TDF must provide a detailed reconciliation of the payment before any additional payments will be issued by DEDO. This reconciliation may include bank statements, canceled checks, and/or any documentation on how the advanced payment funding was disbursed.
 - If a paper trail of supporting documentation cannot be provided by TDF, or for whatever reason TDF will not be able to distribute advanced funds according to contract agreement, TDF will then be liable for reimbursing DEDO the full amount of advanced payment received.

2ND AMENDED BUDGET

7. The maximum budget for this contract is **\$615,000**. The budget shall be funded by General Funds in accordance with Exhibit B.
8. These funds will be used to cover technical assistance grants for nonprofits and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period **beginning on July 1, 2024**.
9. Advanced payments are allowable under this contract if there is a true business need to receive funding for immediate cash disbursement. To receive advanced funding,
 - TDF must provide a letter of detailed reasoning on why funding is needed immediately and the potential impacts of service that not issuing an advanced payment could create.
 - All Advanced Funds need to be distributed to organizations within 7-10 business days of receiving cash from DEDO and all reconciliation paperwork to settle advance amounts needs to be submitted to DEDO within 30 business days.
 - If DEDO then issues an advanced payment to TDF, TDF must provide a detailed reconciliation of the payment before any additional payments will be issued by DEDO. This reconciliation may include bank statements, canceled checks, and/or any documentation on how the advanced payment funding was disbursed.
 - If a paper trail of supporting documentation cannot be provided by TDF, or for whatever reason TDF will not be able to distribute advanced funds according to contract agreement,

TDF will then be liable for reimbursing DEDO the full amount of advanced payment received.

REPORTING

Contractor will provide a final report of activities rendered through a city reporting system called Zengine.

The final report will be due on December 31, 2024. The following data will be shared with the city:

- List of organizations that received TA
- Neighborhoods served by organization
- City Council District where organization resides
- Priority population served by organization
- Amount of grant funded to organization
- Type of technical assistance received by organization
- Impact/outcome of grant per organization
- Identified areas for additional support per organization



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
NonProfit Technical Assistance Grants
2023
BUDGET SUMMARY**

A. Respondent: The Denver Foundation
B. Project: NonProfit Technical Assistance Grants
C. Program Year: 2024

D. Contract Number: 202367787/ 202473958-02
E. Contract Period: 6/1/2022-12/31/2024
F. Requested Amount: \$ 615,000

Budget Summary for Nonprofit Technical Assistance Grants

(1) Item of Expenditure	(2) Total Project Cost requested from DEDO		(3) Other Federal Funding		(4) Other Non-Federal Funding		(5) Other City and County of Denver Funding		(6) Agency Total (All Funding Sources)	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ -	#DIV/0!	\$ -	#DIV/0!		#DIV/0!	\$ -	#DIV/0!	\$ -	100.00%
Fringe	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Office Expenses, Supplies, & Equipment	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Communication	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Insurance	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Subcontractor	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Other Direct Costs	571,950	100.00%	-	0.00%		0.00%	-	0.00%	571,950	100.00%
Indirect Costs	43,050	100.00%	-	0.00%		0.00%	-	0.00%	43,050	100.00%
Direct Costs excluded from MTDC	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 615,000	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 615,000	100.00%

I: Respondent Authorization

Signature of Respondent Official _____ Date _____
 Name (Type or print) _____
 Title (Type or print) _____

J: City and County of Denver Authorization

Signature _____ Date _____
 Name (Type or print) _____
 Title (Type or print) _____



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
NonProfit Technical Assistance Grants
2023
BUDGET MODIFICATION**

A. Respondent: The Denver Foundation **D. Contract Number:** 202367787/202473958-02
B. Program: NonProfit Technical Assistance Grants **E. Contract Period:** 6/1/2022-12/31/2024
C. Program Year: 2024 **F. Award Allocation:** \$615,000.00

(1) Item of Expenditure	(2) Current Approved Budget (\$)	(3) Increases / (Decreases) (\$)	(4) Modified Budget (\$)	Original	Mod 1	Mod 2	Mod 3
Personnel	\$0	\$0	\$0	-			
Fringe	\$0	\$0	\$0	-			
Office Expenses, Supplies, & Equipment	\$0	\$0	\$0	-			
Communication	\$0	\$0	\$0	-			
Insurance	\$0	\$0	\$0	-			
Subcontractor	\$0	\$0	\$0	-			
Other Direct Costs	\$186,000	\$385,950	\$571,950	186,000.00			
Indirect Costs	\$14,000	\$29,050	\$43,050	14,000.00			
Direct Costs excluded from MTDC	\$0	\$0	\$0	-			
TOTAL	\$200,000	\$415,000	\$615,000	200,000.00	-	-	-

I: Respondent Authorization

Signature of Respondent Official Date

Name (Type or print)

Title (Type or print)

J: City and County of Denver Authorization

Signature Date

Name (Type or print)

Title (Type or print)

Note: This form must accompany all contract modification requests.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
NonProfit Technical Assistance Grants
2023
NON-PERSONNEL BUDGET MODIFICATION**

A. Respondent: The Denver Foundation **C. Contract Number:** 202367787/202473958-02
B. Program: NonProfit Technical Assistance Grants **D. Contract Period:** 6/1/2022-12/31/2024

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
COMMUNICATION TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INSURANCE TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
SUBCONTRACTOR TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$571,950	\$571,950	Includes the following, but not limited to:
Funds available for nonprofit grants	\$571,950	\$571,950	Program year 2024: \$180,000, Program year 2023: \$180,000, Program year 2022 = \$199,950. Total = \$571,950. TDF will disburse awarded grant funds to 10 - 120 organizations in amounts ranging from \$500.00 to

