

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MILE HIGH UNITED WAY, INC.**, a Colorado nonprofit corporation whose address is 711 Park Avenue West, Denver, CO 80205 (the “Contractor”), jointly “the Parties”.

RECITALS:

A. The Parties entered into an Agreement on or about December 21, 2018, and a First Amendatory Agreement on or about December 6, 2019 (collectively, the “Agreement”), for the performance of certain work as set forth in the Agreement and **Exhibit A** thereto; and

B. The novel coronavirus (COVID-19) is now a global pandemic impacting people and economies worldwide; and

C. The Mayor declared a state of local disaster emergency on March 12, 2020, pursuant to C.R.S. 24-33.5-701, et seq., brought on by the spread of COVID-19; the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020, on the same basis; and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

D. The City wishes to make emergency resources available to assist businesses impacted by COVID-19 and the resultant declarations of emergency; and

E. Providing such assistance will contribute to economic stability and help slow the economic impacts of COVID-19 and the resultant declarations of emergency described above, which impacts may include employee layoffs and business closures; and

F. DEDO does not have the resources available to perform the COVID-19-related services described herein itself; and

G. To respond to the COVID-19 crisis in the City, and pursuant to the declarations of emergency described above, the City wishes for Contractor to provide the added services described herein; and

H. The Parties desire to revise the Agreement by: 1) amending the Exhibit A-1 Scope of Work to add services relating to limiting the economic impacts of COVID-19; 2) adding funds

in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,00,000.00) to the Maximum Contract Amount; and 3) amending Exhibit B-1 Budget.

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

1. In Section 4.d of the Agreement entitled "**Maximum Contract Amount:**", Subsection (1) is amended and restated to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$2,205,000.00)** (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 Contractor beyond those specifically described in **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

2. Exhibit A-1 Scope of Work is replaced in its entirety with Exhibit A-2 Scope of Work attached hereto. All references to “Exhibit A-1” in the Agreement shall be amended to read: “Exhibit A-2”.

3. Exhibit B-1 is replaced in its entirety with Exhibit B-2 attached hereto. All references to “Exhibit B-1” in the Agreement shall be amended to read: “Exhibit B-2”.

4. Exhibit C is replaced in its entirety with Exhibit C-2 attached hereto. All references to “Exhibit C” in the Agreement shall be amended to read: “Exhibit C-2”.

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

6. This 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

Contract Control Number:
Contractor Name:

OEDEV-202054230-02 [Alf. No. 201846254-02]
MILE HIGH UNITED WAY, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

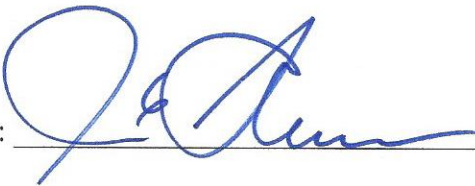
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202054230-02 [Alf. No. 201846254-02]
MILE HIGH UNITED WAY, INC.

By:  _____

Name: Jo-Ann Scharmann
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
Scope of Work Mile High United Way

Project #1:
Administration and Programming of the United Business Advisory program to include the Business Impact Opportunity Fund (BIO Fund) and related Business Support services

INTRODUCTION

Based on research of best practices, Denver’s Office of Economic Development (OED) and North Denver Cornerstone Collaborative (NDCC) have identified an additional tool to support small businesses known as the Business Impact Opportunity Fund or BIO Fund. This Scope of Work sets forth the requirements for Mile High United Way (MHUW) to establish and administer the BIO Fund program as part of larger business support efforts under MHUW’s United Business Advisory (UBA) program in the Globeville, Elyria and Swansea (GES), Northeast Park Hill, Cole and Clayton business community. The City may expand the program to include additional neighborhoods with the consent of partners. OED and NDCC will seed the BIO Fund program to support businesses challenged by changing neighborhood conditions and demographics as well as major infrastructure and construction impacts. MHUW also will conduct outreach to, lend support to and coordinate appropriate referral services to start-up and existing businesses

The BIO Fund will be seeded with \$55,000 from North Denver Cornerstone Collaborative (NDCC) and \$50,000 from the Office of Economic Development (OED) herein referred to as the “City.” Additional funding for the BIO Fund will be \$100,000 from the City for a new Maximum Contract Amount of \$205,000.

The duration of this pilot program will be one year, after which time the City and MHUW will assess the ongoing viability of subsequent programs.

OBJECTIVES

1. Within its UBA services, MHUW will support small businesses in the Globeville, Elyria, Swansea, Northeast Park Hill, Cole and Clayton neighborhoods, by:
 - a. Providing business support services to new and existing businesses.
 - b. Providing investment grants from the BIO Fund to businesses that are impacted by changing neighborhood conditions and demographics and major infrastructure and construction impacts.
 - c. Monitoring business performance and stabilization and growth of businesses.
2. The City will provide resources to MHUW to support convenings with other business groups, partner agencies and individual businesses, as needed, to engage stakeholders in support of activities and investments into small businesses within GES, Northeast Park Hill, Cole and Clayton.
3. MHUW will provide business support services to new and existing businesses, including:
 - a. Provide initial contact with business owners to understand the potential impacts experienced from changing neighborhood conditions and construction efforts.
 - b. Provide business support services aimed at supporting entrepreneurs in establishing new businesses and strengthening existing small businesses in the community.
 - c. Convene small business leaders to discuss barriers and areas where they need capital, training

- and other support.
- d. Work deliverables that may include business impact assessment, business planning support, marketing plan support, digital customer contact support, introductions to banking and capital suppliers, assistance in locating credible back office service providers (accounting, legal, human resources, etc.).
4. Work collaboratively with the City to design application, eligibility criteria, screening committee membership, metrics and award process for the BIO Fund program.
 5. Engage with GES, Northeast Park Hill, Cole and Clayton businesses and solicit applications to the BIO Fund program where appropriate and determine eligibility for BIO Fund and disburse funds.
 6. Coordinate with partner agencies and the City to refer businesses to City and industry resources and wrap-around services according to the business preservation continuum developed by the working group.
 7. Counsel businesses on operational scaling and improvement opportunities and provide access/referral to potential sources of capital, loans and other supports.
 8. Track business type, years of operation, referrals, application processing time, satisfaction rating, and other mutually established metrics and report quarterly to the City.
 9. Facilitate roundtables and exchanges among business owners to share ideas and solutions.
 10. MHUW staff will meet monthly with OED and NDCC to ensure open communication and integration of contracted activities.
 11. MHUW will develop draft eligibility criteria for business owners, and a committee of members from MHUW, OED and NDCC will finalize the BIO Fund eligibility criteria and subsequently meet monthly starting in January 2019 to review business applicants recommended by MHUW as grantees in accordance with the BIO Fund eligibility criteria.
 12. MHUW will act as the fiscal agent during the program pilot year for the BIO Fund which may include accepting contributions from other entities external from the City. If funds are received, MHUW will work with the City on integration of additional funds.
 13. The BIO Fund pilot program will launch on January 1, 2019 and end on December 31, 2020.

OUTCOMES & ASPIRATIONAL GOALS

MHUW will achieve the following targeted outcomes during the 1-year pilot program

- Counsel 15 entrepreneurs seeking to start a business or receive support services.
- Deploy strategies to stabilize 25 small businesses, 50% of which must be retail or small manufacturing.
- Activate at least 20 skill-based volunteers
- Refer 10 businesses to partner agency resources

MHUW will strive to achieve the following aspirational goals.

- 20 employees able to retain stable jobs
- Client satisfaction rating (Goal 90%)
- Businesses remaining open after six months (Goal 100%)
- Businesses remaining open after 12 months (Goal 100%)

TIMELINE

Task	Projected Start/End Dates	Benchmark/Deliverables
Program Development (e.g., screening tools, SOPs, outreach strategy, etc.)	January 01, 2019 – March 31, 2019	Quarterly report/invoice BIO Fund Eligibility Criteria (draft); BIO Fund Committee structure and dates confirmed
Assess Collective Business Needs	January 01, 2019 – December 31, 2019	Quarterly report/invoice Business contact inventory and assessments will be provided throughout the program, updated quarterly and reviewed by the BIO Fund Committee
Deploy resources (e.g., BIO Fund, business start-up, referrals to other resources)	January 01, 2019 – December 31, 2020	Quarterly reports/invoices
Program Evaluation	November 01, 2019 – December 31, 2020	Quarterly report/invoice Program evaluation and recommendations for subsequent phases (if appropriate); Final Program scorecard including client satisfaction scoring

REPORTING

Quarterly reports must quantify progress made on the timeline above and the outcomes below. A brief narrative should provide qualitative and anecdotal information. If the project is not on schedule or lagging in outcomes or aspirational goals, an explanation must be included in the narrative section of the report.

- Counsel 15 entrepreneurs seeking to start a business or receive support services.
- Deploy strategies to stabilize 25 small businesses, 50% of which must be retail or small manufacturing.
- Activate at least 20 skill-based volunteers
- Refer 10 businesses to partner agency resources

MHUW will strive to achieve the following aspirational goals.

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- Client satisfaction rating (Goal 90%)
- Businesses remaining open after six months (Goal 100%)
- Businesses remaining open after 12 months (Goal 100%)

EXHIBIT A-2
Scope of Work Mile High United Way

Project #2
Small Business Emergency Relief Program

This Scope of Work, Project #2, provides for the partial administration of the **Small Business Emergency Relief Program** as outlined below.

OBJECTIVES/SERVICES

1. **In response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Program, DEDO will provide assistance in the form of grants up to a maximum of \$7,500 per recipient to eligible Denver businesses experiencing economic impacts resulting from COVID-19.** Funds will be drawn from the Small Business Emergency Relief Program Grant Funds set forth in Exhibit B Budget. It is anticipated this program will be for four months: March 2020, April 2020, May 2020, and June 2020. Any extension of the program shall be by mutual agreement.
2. **Consulting and Technical Assistance Services:** MHUW will consult with and provide technical assistance to DEDO staff reviewing the program applications and conducting the financial review and analysis of standard accounting documentation used to determine the revenue decline and financial impacts of grant applicants resulting from COVID-19.
3. **Administrative Support/Fiscal Agent:** DEDO will score and rank the applications and prepare a list including the name of the business, owner contact details and their relevant payment information, and their W9. This documentation will be forwarded to MHUW to process payment and deliver (either electronically or by mail) to the business. MHUW will prepare a letter (with content provided by DEDO) on their letterhead to accompany the grant disbursement to the business. The letter shall be subject to DEDO's review and approval prior to delivery to grant recipients. MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

OUTCOMES & ASPIRATIONAL GOALS

The novel coronavirus (COVID-19) pandemic and the resultant Disaster Emergencies responses are affecting our local economy across a number of industries and business sectors with impacts on Denver's businesses, jobs, and tax revenues. Small City of Denver businesses are being destabilized by the COVID-19 impacts. The grant assistance will help slow the economic impacts of the Disaster Emergencies and is intended to stabilize affected small businesses that experience significant revenue decline as the result of COVID-19 related impacts that may include reduced hours of operations, business closures, employee layoffs, inability to serve customers, employee absenteeism, interrupted supply/delivery chain and other related impacts.

TIMELINE

Task	Projected Start/End Dates	Benchmark/Deliverables
COVID-19	March 2020 and 3rd Quarter 2020	Prepare payments to businesses referred by DEDO staff and issue to awarded businesses within five business days.
	March 2020 and 3 rd Quarter 2020	Provide consulting and technical assistance services to DEDO

REPORTING

Under COVID-19 grant program, MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentations.

TRANSFER, RETURN OF FUNDS

DEDO will transfer funds to an MHUW account, in amounts to be determined by DEDO, for MHUW to hold and distribute to grant recipients as described above and otherwise in accordance with this Agreement.

In the event any funds remain in the MHUW account upon the expiration or earlier termination of this Agreement, MHUW shall (i) promptly distribute any funds already designated for grant recipients to such recipients and (ii) promptly return to DEDO any funds remaining in the MHUW account after such distributions.

EX B-2 - Budget

Project #1:
 Mile High United Way
 Business Impact Opportunity Fund
 1/1/19 to 12/31/20



	Mile High United Way	City & County of Denver	Total	% of Total Budget
Salary and Benefits ^{1 & 2}	253,592	10,000	263,592	46.17%
BIO Fund	-	195,000	195,000	34.16%
Consumable Supplies	9,480	-	9,480	1.66%
IT Services ³	16,182	-	16,182	2.83%
Occupancy ⁴	6,479	-	6,479	1.13%
Indirect Costs ⁵	28,125	-	28,125	4.93%
Business Executive Volunteers ⁶	52,000	-	52,000	9.11%
	<u>365,857</u>	<u>205,000</u>	<u>570,857</u>	<u>100.00%</u>

Notes - CY 2020

- ¹ Chief Innovation Officer, Innovation Division (.10 FTE); and Business Advisor, Innovation Division (.50 FTE)
- ² Budgeted at 26% of program salaries, consisting of: Employer's FICA & Medicare (7.65% of salaries), workers' compensation, employer's benefits coverage for health (\$559/month), dental (\$35/month), vision (\$6/month), and accident & life insurance, and 401(k) retirement plan with employer contributions at 3% of employee salaries and 3% match.
- ³ IT Support Services costs include all IT overhead cost, direct technology costs of physical assets, technical assistance, software, licenses costs, and maintenance for .60 FTE.
- ⁴ Occupancy costs include utilities, groundskeeping, building repairs, office rent, insurance, HVAC and security for .60 FTE
- ⁵ 10% of total modified direct costs.
- ⁶ 4 in-kind volunteer hours per week at a rate of \$125 per hour.

Notes - CY 2019

- ¹ Chief Innovation Officer, Innovation Division (.50 FTE); Business Advisor, Innovation Division (.80 FTE); and Senior Director, Evaluation and Learning (40 hours)
- ² Budgeted at 28% of program salaries, consisting of: Employer's FICA & Medicare (7.65% of salaries), workers' compensation, employer's benefits coverage for health (\$512/month), dental (\$35/month), vision (\$6/month), and accident & life insurance, and 401(k) retirement plan with employer contributions at 3% of employee salaries and 3% match.
- ³ IT Support Services costs include all IT overhead cost, direct technology costs of physical assets, technical assistance, software, licenses costs, and maintenance for 1.32 FTE.
- ⁴ Occupancy costs include utilities, groundskeeping, building repairs, office rent, insurance, HVAC and security for 1.32 FTE
- ⁵ 10% of total modified direct costs.
- ⁶ 10 in-kind volunteer hours per week at a rate of \$50 per hour.

Exhibit B-2 (cont'd)

Project #2 Small Business Emergency Relief Program

Fees and Payment Schedule

1. The maximum budget for this Project #2 is \$2,000,000, to fund the Small Business Emergency Relief Program, inclusive of (i) grants disbursed to grant recipients and (ii) fees to MHUW as further described herein and as set forth in the Fee Schedule below. The \$2,000,000 budget amendment is subject to the creation of a Special Revenue Fund by the City and availability of funds.
2. An initial transfer of \$925,000 is expected to be made at the onset of the project, which shall include an administrative support fee (\$25,000) to MHUW. \$900,000 will be disbursed as grants to eligible businesses as identified by DEDO under the Small Business Emergency Relief Program. DEDO may change the amount of this initial payment in its sole discretion.
3. After a minimum of \$750,000 has been granted to eligible businesses as identified by DEDO under the Small Business Emergency Relief Program and disbursed by MHUW, with the appropriate supporting documentation provided by MHUW as set forth in the applicable Scope of Work, MHUW may invoice another \$25,000 of the administrative support fee. An additional \$900,000 may then be disbursed as grants to eligible businesses under the Small Business Emergency Relief Program.
4. Consulting and technical assistance services will be invoiced monthly in arrears at \$37,500 each month, for the months April 2020, May 2020, June 2020, and July 2020, for a total of \$150,000. The parties may mutually agree to adjust the monthly fee in the event actual work performed warrants an adjustment, but in not event shall total funds received by MHUW exceed the Maximum Contract Amount or the "Total" set forth in the Fee Schedule table below.

Fee Schedule

Service	Budget
Small Business Emergency Relief Program Grant Funds	\$1,800,000
Administrative support fee	\$50,000
Consulting and technical assistance services	\$150,000
Total:	\$2,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA Select LLC 1705 17th Street Suite 100 Denver CO 80202	CONTACT NAME: Katie Sunwold PHONE (A/C. No. Ext): 303-615-7723 E-MAIL ADDRESS: katie.sunwold@imacorp.com		FAX (A/C. No): 303-534-0600
	INSURER(S) AFFORDING COVERAGE		
INSURED Mile High United Way Inc 711 Park Avenue West Denver CO 80205	MILEHIG-03	INSURER A : Philadelphia Indemnity Insurance Co.	NAIC # 18058
		INSURER B : Pinnacol Assurance Company	NAIC # 41190
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 716714674

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2042615	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2042615	9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB695168	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4097077	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			PHSD1484107	9/30/2019	9/30/2020	Per Claim & Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured on the General Liability policy if required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver
 Office of Economic Development
 101 W Colfax Ave, Ste 850,
 Denver CO 80202
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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