

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 6, 2022, and an Amendatory Agreement dated June 26, 2023 (collectively, the “Agreement”), to provide financial support to improve the effectiveness, efficiency, and performance of micro businesses, nonprofits and community groups currently active in the NEST priority neighborhoods; 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 4, 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 **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00)** (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:

“3. **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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202474021-02 [202263059-02]
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

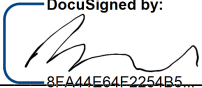
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202474021-02 [202263059-02]
THE DENVER FOUNDATION

By:  _____
DocuSigned by:
8FA44E64E2254B5...

Name: Dace West
(please print)

Title: Chief Impact officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

COMMUNITY SUPPORT MINI GRANTS PROGRAM

Exhibit A-2

SECOND AMENDED SCOPE OF WORK

I. BACKGROUND

The Community Support Mini Grants program prioritizes projects and/or activities that will create a stronger and more connected neighborhood, address community needs, and/or strengthen navigation to service delivery, including direct health-related responses to COVID-19. The three focus areas are: Bolstering Social Development, Supporting Resident Life, and Increasing Group Capacity.

I. SECOND AMENDED BACKGROUND

The Community Support Mini Grants program prioritizes projects and/or activities that will create a stronger and more connected neighborhood, address community needs, and/or strengthen navigation to service delivery. The three focus areas are: Bolstering Social Development, Supporting Resident Life, and Increasing Group Capacity.

II. PURPOSE

The Community Support Mini-Grants administered in partnership with the Denver's Economic Development & Opportunity's Division (DEDO) of Neighborhood Equity and Stabilization (NEST) and The Denver Foundation (TDF) will provide grant funding to 501(c)(3) nonprofit organizations, small businesses, informal groups, and/or group(s) working in partnership with other group(s) residing and/or working in the NEST target neighborhoods (Westwood, Villa Park, West Colfax, Valverde, Sun Valley, Globeville, Elyria, Swansea, NE Park Hill, Montbello, East Colfax, and any other priority neighborhoods as established by NEST). Through these grants, Denver residents, organizations, and micro-businesses are able to make the change they would like to see in their community. The Community Support Mini Grants program prioritizes projects and/or activities that will create a stronger and more connected neighborhood, address community needs, and/or strengthen navigation to service delivery, including direct health-related responses to COVID-19.

II. SECOND AMENDED PURPOSE

The Community Support Mini-Grants administered in partnership with the Denver's Economic Development & Opportunity's Division (DEDO) of Neighborhood Equity and Stabilization (NEST) and The Denver Foundation (TDF) will provide grant funding to 501(c)(3) nonprofit organizations, small businesses, informal groups, and/or group(s) working in partnership with other group(s) residing and/or working in the NEST target neighborhoods (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). Through these grants, Denver residents, organizations, and micro-businesses are able to make the change they would like to see in their community. The Community Support Mini Grants program prioritizes projects and/or activities that will create a stronger and more connected neighborhood, address community needs, and/or strengthen navigation to service delivery.

III. SCOPE

The Denver Foundation/Gen Fun/VPL
OEDEV- 202263059-00/202367750-01/
202474021-02
04/04/2022 – 12/31/2024

Exhibit A -2
Page 1 of 5

The Denver Foundation will oversee the grant administration and distribution of the funds to awardees

1. Tasks:
 - a. Review and revise grant application with NEST input.
 - b. Work with DEDO staff on metrics to evaluate program impact.
 - c. Create, promote, and/or distribute joint outreach and collateral materials to potential eligible applicants. Materials to be approved by both entities prior to publishing – TDF marketing team and DEDO’s Marketing and Communications team.
 - d. Actively recruit participants from impacted communities to apply for the grants.
 - e. Provide technical assistance, support, and field questions from potential applicants.
 - f. Collect all applications and compile eligible applicant pool for selection committee review.
 - g. Recruit 4-5 selection committee members that are representative of the community. The selection committee will be comprised of community members not seeking grant funds, TDF staff, City and County of Denver staff, and members of the community in impacted neighborhoods.
 - h. Selection committee will evaluate submitted applications and recommend awardees. Final grant approval is made by the DEDO director or assigned representative.
 - i. Manage and host application platform
2. TDF will disburse awarded grant funds to 15-100 organizations in amounts ranging from \$500 to \$10,000 through a single upfront payment. All disbursements must be made by October 1, 2022. Dependent on additional city funds, again by October 1, 2023.
 - a. Informal groups of 3 or more residents,
 - b. Small businesses/Micro Businesses less than 500K in revenue
 - c. Non-profit organizations
3. TDF will host a community event with NEST to announce grant recipients.
4. TDF will provide technical support and assistance in 2022 and 2023 calendar years to all applicants receiving funding as identified by the selection committee.

III. SECOND AMENDED SCOPE

The Denver Foundation will oversee the grant administration and distribution of the funds to awardees

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 - a. Review and revise grant application with NEST input.
 - b. Work with DEDO staff on metrics to evaluate program impact.
 - c. Create, promote, and/or distribute joint outreach and collateral materials to potential eligible applicants. Materials to be approved by both entities prior to publishing – TDF marketing team and DEDO’s Marketing and Communications team.
 - d. Actively recruit participants from impacted communities to apply for the grants –
 - e. Provide technical assistance, support, and field questions from potential applicants.
 - f. Collect all applications and compile eligible applicant pool for selection committee review.
 - g. Recruit 4-5 selection committee members that are representative of the community. The selection committee will be comprised of community members not seeking grant

The budget shall be funded by General Funds. For the year 2022, the maximum budget is \$150,000: 3% is for administrative services and 97% goes to the grantees. For the year 2023, the maximum budget is \$300,000: the budget shall be funded by General Funds 7% (\$21,000) is for administrative services and 93% (\$279,000) goes to the grantees

The maximum budget for this contract is \$450,000 (\$150k for 2022 and \$300k for 2023). The budget shall be funded by General Funds in accordance with Exhibit B.

1. These funds will be used to cover mini grants for groups and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period beginning April 4, 2022.
2. 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.

V. SECOND AMENDED BUDGET

The budget shall be funded by General Funds. For the year 2022, the maximum budget is \$150,000: 3% is for administrative services and 97% goes to the grantees. For the year 2023, the maximum budget is \$300,000: the budget shall be funded by General Funds 7% (\$21,000) is for administrative services and 93% (\$279,000) goes to the grantees. For the year 2024, the maximum budget is \$300,000: the budget shall be funded by General Funds with 7% (\$21,000) for administrative services and 93% (\$279,000) for the grantees.

The maximum budget for this contract is \$750,000 (\$150k for 2022, \$300k for 2023, and \$300k for 2024). The budget shall be funded by General Funds in accordance with Exhibit B.

7. These funds will be used to cover mini grants for groups and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period beginning on July 1, 2024.
8. 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.

VI. Invoicing

a) See Exhibit B – Budget Narrative



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
NEST Community Support Mini Grants
2023
BUDGET SUMMARY**

A. Respondent: The Denver Foundation
B. Project: Community Support Mini Grants
C. Program Year: 2024

D. Contract Number: 202474021-02
E. Contract Period: April 4, 2022 - December 31, 2024
F. Requested Amount: \$ 750,000

Budget Summary for Nest Community Support Mini 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	703,500	100.00%	-	0.00%		0.00%	-	0.00%	703,500	100.00%
Indirect Costs	46,500	100.00%	-	0.00%		0.00%	-	0.00%	46,500	100.00%
Direct Costs excluded from MTDC	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 750,000	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 750,000	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
NEST Community Support Mini Grants
2023
BUDGET MODIFICATION**

A. Respondent: The Denver Foundation **D. Contract Number:** 202474021-02
B. Program: Community Support Mini Grants **E. Contract Period:** April 4, 2022 - December 31, 2024
C. Program Year: 2024 **F. Award Allocation:** \$750,000.00

(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	\$145,500	\$558,000	\$703,500	145,500.00			
Indirect Costs	\$4,500	\$42,000	\$46,500	4,500.00			
Direct Costs excluded from MTDC	\$0	\$0	\$0	-			
TOTAL	\$150,000	\$600,000	\$750,000	150,000.00	-	-	-

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.

