

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 **POINT b (e) STRATEGIES, LLC**, a Colorado limited liability company with its principal place of business located at 2554 Irving St, Denver, CO 80211 (the "Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant previously entered into an Agreement dated November 23, 2022, amended by Amendatory Agreement dated December 6, 2024 (collectively, the "Agreement") for grant services; and

WHEREAS, the parties have determined to exercise the Optional Annual Renewal for 2026 but determined to restructure the Work cadence and billing going forward;

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

1. The revised Scope is attached hereto and incorporated herein as **Exhibit A-2** and all references to "**Exhibits A and A-1 as applicable**" are hereby amended to read "**Exhibits A, A-1 and A-2** as applicable.

2. The revised Budget is attached hereto and incorporated herein as **Exhibit B-2** and all references to "**Exhibit B-1**" are hereby amended to read "**Exhibits B-1 and B-2** as applicable".

3. Paragraph 4 of the Agreement, entitled "COMPENSATION AND PAYMENT," is amended to read as follows:

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred, if all Renewal Terms are effected under the Agreement Eight Hundred Four Thousand Dollars (\$804,000.00). Amounts billed may not exceed the rates set forth in **Exhibits B-1 and B-2** as applicable. Monthly set fee payments cease effective on December 31, 2025 and pricing reflected on **Exhibit B-2** shall be effective beginning January 1, 2026.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice not to exceed the monthly amounts in **Exhibits B-1 and B-2 as applicable** and the invoice shall be in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation if all renewal terms are effected will not exceed Eight Hundred Four Thousand Dollars (\$804,000.00) (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 Consultant beyond that specifically described in **Exhibits A, A-1 and A-2** as applicable. Any services performed beyond those in **Exhibits A, A-1 and A-2** as applicable are performed at Consultant's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. Paragraph 20 of the Agreement, entitled "NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT," is amended to read as follows:

20. Reserved.

5. The revised certificate of insurance is attached as **Exhibit C-1** evidencing additional insurance coverages below, is attached hereto and incorporated herein as **Exhibit C-1** and all references to "**Exhibit C**" are hereby amended to read "**Exhibits C and C-1** as applicable".

6. A new Subparagraph (j) is added to Paragraph 10 of the Agreement, entitled "INSURANCE," to read as follows:

(j) **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or

unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

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

Remainder of page left intentionally blank.

Contract Control Number: FINAN-202582597-02 / FINAN-202265166-02
Contractor Name: POINT b(e) STRATEGIES, LLC

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:

FINAN-202582597-02 / FINAN-202265166-02
POINT b(e) STRATEGIES, LLC

By: _____
DocuSigned by:
Julia Alvarez
C13A85CE9F92485...

Name: Julia Alvarez
(please print)

Title: CEO and Senior Catalyst
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

SCOPE OF WORK

The vendor will perform in a professional manner the following services upon the written request or approval of the Department of Finance. Only services performed upon the request or with the approval of the Department of Finance shall be considered billable under this contract.

- A. Write grants for City agencies. These grant opportunities may be from Federal, State, corporate, national or local foundation grant opportunities. Consultant will assist with developing logic models, evaluation plans, and obtaining data needed to support proposals.
- B. Provide review services for grant applications that are prepared by City agency personnel. The purpose of such a review process is to improve the grant document and give constructive criticism or improvement. This review may extend to proper grammar and syntax used within grant narratives.
- C. Conduct formal research of prospective grant opportunities for agencies upon written request and approval and with costs specified in advance, and deliver a written evaluation of these opportunities including, but not limited to, an explanation of the program, due dates, the amount of funding available, key requirements of the grantor, cash match requirements, the level of competitiveness of the program and an assessment of the readiness of the agency to take on the program if awarded.
- D. Assign a primary point-of-contact/liaison to respond to questions within a 24-hour time frame.
- E. Maintain a list of all grant writers on staff and on contract and update the City of any changes in a timely fashion.
- F. Maintain a process of quality control and copy editing for all written documents submitted to the city, including draft documents.
- G. Facilitate grant writing and grant preparation training for City staff upon written request and approval, and with costs specified in advance. Topics to include assessing grant readiness, how to write a grant application, and the evaluation of program effectiveness.
- H. Provide technical assistance to the Department of Finance and/or agencies related to grants upon written request or approval and with costs specified in advance. Technical Assistance means advisory, analytical,

facilitative, and preparatory support provided to assist the Department of Finance and/or agencies in the development, positioning, and finalization of grant proposals or funding pursuits. Technical Assistance may include, but is not limited to:

- Funding opportunity research and analysis;
- Interpretation of notices of funding opportunity (NOFOs);
- Pre-writing support including development of proposal frameworks, outlines, checklists, templates, and instructions;
- Budget development;
- Coordination across partners;
- Community provider consultation;
- Facilitation of meetings and partnership discussions;
- Research on project models or best practices;
- Recommendations regarding proposal strategy, structure, and competitiveness;
- Facilitation of grants related meetings;
- Provide subject matter expertise on special project areas; and
- Limited, high-level content review that does not constitute full proposal drafting unless explicitly authorized under this contract.

EXHIBIT B-2

FEE SCHEDULE

PRICING AND PAYMENT TERMS

- For staffing and affiliated costs (technical assistance; meeting attendance; facilitation of training and meetings; research and reporting) a total of \$78,000 per year for the applicable portion of the contract term, payable in 12 monthly installments of \$6,500 per month, beginning January 2023 and ending December 2025.
- For grant writing services and review and editing of grant applications Vendor shall bill at a rate of **\$125 an hour**.
- For other services except for the development of cost proposals in response to RFPs, Vendor shall bill at a rate of **\$225 an hour**. Other services include those listed above in Exhibit A other than grant writing services, review and editing of grant applications, and trainings. Under no circumstances shall time spent developing a cost estimate for a requested grant writing or other service be billable (including but not limited to correspondences or meetings with the Department of Finance or the agency to discuss the RFP).
- Vendor can provide 90-minute, virtual trainings at a flat rate of **\$1,250/training** inclusive of all planning, meetings, and correspondences. If the Department of Finance elects to have the Vendor provide a training, it will be set for a mutually agreed upon time and date.

Vendor will provide an estimate for each proposal after reviewing the RFP. Vendor will provide the estimate to the Department of Finance and the requesting agency and obtain written approval prior to beginning work on the proposal from both the Department of Finance and the requesting agency. Vendor will bill the agency for whom the proposal is being written upon proposal completion. Should a city agency not complete a proposal for which Vendor has begun work, Vendor will bill requesting agency for actual time and expenses.

BUDGET BY YEAR

	2023	2024 Renewal Year 1	2025 Renewal Year 2	2026 Optional Renewal Year 1	2027 Optional Renewal Year 2	Contract Total
Staffing & Affiliated Costs	\$78,000	\$78,000	\$78,000	\$0	\$0	\$234,000
Grant Writing Services Content Review & editing	\$100,000	\$150,000	\$100,000	\$100,000	\$100,000	\$550,000
Other Services and Trainings	\$0	\$0	\$0	\$10,000	\$10,000	\$20,000
Contract Maximum	\$178,000	\$228,000	\$178,000	\$110,000	\$110,000	\$804,000

Note: The line-item budgets in this Exhibit are estimates only. The City’s payment obligation is governed solely by the Maximum Contract Amount of the Agreement, as amended. Variations in services or hours shall not affect the City’s maximum payment obligation, provided all services remain within the authorized scope and rates.

Funding Source

Services shall be billed to the applicable City agency receiving the services. The Department of Finance shall administer and manage the contract, including allocating portions of the contract amount to individual City agencies for specific services, based on written approval of the scope of work and agreed-upon cost for such services. Each agency shall be responsible for payment of invoices using its own available budget, subject to the terms and conditions of this Agreement.

EXHIBIT C-1

(exhibit follows)

CERTIFICATE HOLDER COPY

City & County of Denver / Department of Finance
201 W. Colfax Ave. Dept.1109
Denver, CO 80202

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY
ENDORSEMENT (CONT)