

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DENVER NEIGHBORHOOD REVITALIZATION, INC.**, a Colorado non-profit corporation, whose address is 1555 California Street, 2nd Floor, Denver, Colorado 80202 (the “Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated January 4, 2011, relating to funds given to the City under the Neighborhood Stabilization Program 2 (NSP2) to be utilized for implementing program activities related to the Neighborhood Stabilization Program 2 (NSP2) (the “Agreement”); and

WHEREAS, the City and the Contractor wish to amend the Agreement, to revise and define the provisions related to the ARRA reporting requirements and 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-1** 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. Exhibits A-1 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-1 shall be approved by written agreement of both parties. The authority of the City rests with the Director of the City’s Office of Economic Development (“OED”), or his or her designee, and such director may approve changes in writing, 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.”

2. Paragraph 23 of the Agreement, entitled “**PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT**”, is amended to read as follows:

“23. **PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT**:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a

violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

3. Paragraph 24 of the Agreement entitled “**PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE**” is hereby deleted in its entirety.

4. Paragraph 31 of the Agreement, entitled **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS** is hereby added to the Agreement reading as follows:

“**31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

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

[SIGNATURE PAGE TO FOLLOW]

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 _____

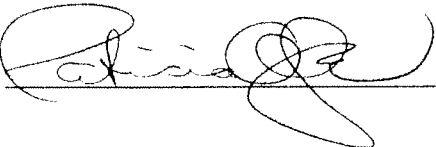
By _____

By _____



Contract Control Number: OEDEV-GE0A044-01

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-1

OFFICE OF ECONOMIC DEVELOPMENT
DIVISION OF BUSINESS AND HOUSING SERVICES

DENVER NEIGHBORHOOD REVITALIZATION, INC.
NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2)
SCOPE OF SERVICES

I. INTRODUCTION

The purpose of this amendment is to revise and define the reporting requirements. This contract agreement provides a Neighborhood Stabilization Program 2 grant for \$2,500,000 through the Office of Economic Development's Division of Business and Housing Services (BHS). The funds are awarded to the Denver Neighborhood Revitalization, Inc. (DNRI) to implement program activities related to the Neighborhood Stabilization Program 2 (NSP2).

Funding Source: Amount: CFDA #: 14.256
CDBG \$
HOME \$
NSP \$ 2,500,000 THIS AMENDMENT ADDS NO ADDITIONAL FUNDING

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

DUNs 964244011

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

Contact Person: Marianne LeClair

Phone: 303-606-4819

Email: Mleclair@renewdenver.org

Organization Type: [X] Non-profit [] For-profit [] Quasi-Governmental Agency

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

Is the organization woman owned? [] Yes [X] No

Contract Relationship:
[] Subrecipient [] Vendor [X] DEVELOPER/Beneficiary [] Community Based Development Organization
[] CHDO

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

Is the purpose of this activity to:

- Help prevent homelessness? Yes No
- Help the homeless Yes No
- Help those with HIV/AIDS Yes No
- Primarily help persons with disabilities Yes No

Contract Period: February 11, 2010– March 20, 2019

- Will program income be generated by this activity? Yes No
 Program income is not anticipated, but may be generated as the program is implemented. If program income is produced, all program income requirements will be followed.
- 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 Neighborhood Revitalization, Inc., the Colorado Housing Assistance Corp. and Habitat for Humanity of Metro Denver.

II. ACTIVITY DESCRIPTION

1. Purpose

Purpose/Description of Activity: To implement activities under the Neighborhood Stabilization Program 2 Plan.

Funds will be used to Acquire, rehabilitate and resell foreclosed properties vacant or abandoned properties.
 Acquire and demolish blighted properties for redevelopment.
 Develop and redevelop low income rental and homeownership housing.
 Provide financial assistance to homebuyers for home purchases.

2. Program Requirements and Responsibilities: SEE ATTACHMENT A-1

3. Performance Objectives & Outcomes

The intent of this activity is to acquire, rehabilitate and/or demolish, redevelop and /or resell 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 rehabbed and sold: 20 (includes below 50% units)
Amount of money estimated leveraged: \$150,000 landscape reimbursement from Denver Water Department

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 Complete rehabilitation inspections for proposed acquisitions Complete demolition on blighted acquisitions Close acquisitions of targeted properties Provide homeownership development parcels Provide redevelopment funding for affordable housing units 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 Expend 50% of the contract funds by February 11, 2012 Expend 100% of the contract funds by February 11, 2013	February 11, 2010– February 11, 2013

III. Budget

Acquisition, demolition, rehabilitation, construction, and redevelopment	\$2,500,000
TOTAL	\$2,500,000

Developer’s Fee will be allocated proportionally as projects are developed.

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 ore redevelop other foreclosed properties for housing purposes. The Contractor is designated as 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 are depleted. **The Outcome Performance Measurement Reports shall be submitted by the 10th of each month for the previous month’s activity.**

ARRA Job Reporting shall be submitted by the 5th of each month for the previous month’s activity. The format of this report shall be 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 N/A-DNRI is a Developer entity

IV. Reporting

The *Denver Neighborhood Revitalization, Inc. Neighborhood Stabilization Program 2* will provide the following monthly reports to **BHS/CPM (Contract Performance Management)**: (emailed to contractor and to be provided with executed contract if the contractor does not already have):

1. **REVISION: the ARRA Job Report ***, (due the 5th of each month until all funds are expended)
2. The *Statement of Household Income/Demographics* for each program participant (signed by each program participant and kept on file at DURA).
3. The *Outcome Performance Measurement Report*
4. The *Race/Ethnicity Report* which will be a monthly cumulative report.
5. Other reporting as requested by BHS/CPM (such as quarterly narrative reports).
6. HUD requires reporting of NSP activities in the Disaster Recovery Grant Reporting system. Final requirements of the DRGR have not been received. BHS will provide reporting format and review with contractor when available.
7. Most acquisition and rehabilitation activities will be completed within 36 months. HUD allows land banking activities to be completed in 10 years, requiring a 10 year contract period. 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.

***Job Creation/Retention**

Contractor must report monthly on direct jobs that are created and/or retained in accordance to the job creation definitions:
1) a job created is a new position created an filled or an existing unfilled position that is filled only as a result of ARRA and/or 2) a job retained is an existing position that would not have been continued to be filled were it not for ARRA funding.

