

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Denver”) and **IMPACT CHARITABLE**, a Colorado Nonprofit Corporation, whose address is 1536 Wynkoop St., Suite 223, Denver, CO 80202, jointly “the Parties” and individually a “Party.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an agreement dated September 21, 2021 (the “Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to extend the Term.

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

1. Article 3 of the Agreement is amended to read as follows:

“**3. Term**: The Agreement will commence on August 1, 2021 and will expire, unless sooner terminated, on September 30, 2022 (the “Term”).”

2. **Exhibit A** to the Agreement is hereby deleted and replaced in its entirety by **Exhibit A-1**, attached hereto, and all references to **Exhibit A** are amended to **Exhibit A-1**.

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

4. This 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.

**End.**

**Signature pages to follow this page.**

**Contract Control Number:** HRCRS-202261951-01; HRCRS-202159452-01  
**Contractor Name:** IMPACT CHARITABLE

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:**

HRCRS-202261951-01; HRCRS-202159452-01  
IMPACT CHARITABLE

By: DocuSigned by:  
*Rich Hoops*  
DBD5A9D48C414F6... \_\_\_\_\_

Name: Rich Hoops  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Exhibit A-1

**Scope of Work**

**Impact Charitable**

**Total Amount: Up to \$2,000,000**

**Term: 8/1/2021 – 09/30/2022**

Upon execution of this amended agreement, Impact Charitable shall use the \$2 million in total:

- Impact Charitable shall provide grants of up to \$1,000 to residents of Denver subject to the following eligibility requirements:
  - Use of the Funds shall be restricted to residents of Denver.
  - Recipients must have been previously employed and lost such employment due to the COVID-19 pandemic and have an ongoing loss of income due to unemployment or under-employment of at least 20 hours.
  - Recipients must be ineligible for direct federal stimulus payments provided under the CARES Act or any similar successor act and state unemployment benefits.
  - No more than three (3) grants shall be provided to recipients at the same address.
  - No recipient shall receive more than a total of \$1,000 in grant funds
  - Applicants shall, as part of the screening process, be asked to disclose the intended use of the grant funds as they relate to impacts due to the COVID 19 pandemic, and priority shall be given to requests for basic pressing needs including housing, utilities, food, health care, transportation, and child care.
  
- Until the maximum contract amount has been disbursed, expended, or returned to the City the following conditions shall apply to all Funds provided under the contract:
  - Monthly, until all Funds provided under the contract are expended, Impact Charitable shall provide a report in a format acceptable to the City describing the amount of Funds distributed in a given month and over the life of the program. Such reports shall state the number of grants made to Denver residents, zip code of grant recipient, and the primary intended use of such grants as identified by the recipients. Such monthly reports shall be anonymous as to the recipients and shall not include the names, addresses, or any other personal identifiable information of any recipient.
  - In addition to the grants hereunder, the Funds may be used to pay Impact Charitable's actual administrative costs in administering the Funds, up to a cap of eight percent (8%) of the Funds. The required monthly reports shall disclose any amounts so expended and supporting documentation for these expenses.
  - The City will hold bi-monthly meetings with Impact Charitable to debrief, share lessons learned about the grant process, and programming progress and impact to ensure COVID 19 pandemic eligibility requirements are being met.

Exhibit A-1

- The City's provisions of additional funds to Impact Charitable shall not result in a reduction in the amount of funds available to Denver residents from Impact Charitable through other funding sources.
- Consistent with the Denver Public Safety Enforcement Priorities Act, D.R.M.C. §28-251 and 8 U.S.C. § 1642(d), Impact Charitable shall neither gather nor disseminate, to the City or any other person or entity, individually identifiable information about the national origin, immigration, or citizenship status of any person to whom services are provided under this Agreement.
- In the event any Funds provided under the Agreement have not been appropriately disbursed or expended upon termination or expiration of this Agreement, they shall be returned to the City.