

REVIVAL AND THIRD AMENDATORY AGREEMENT

This **REVIVAL AND THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation whose address is 789 Sherman St., Suite 250, Denver, CO 80203 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated June 10, 2020, an Amendatory Agreement dated October 26, 2020, and a Second Amendatory Agreement dated November 20, 2020 (collectively, the “Agreement”).

B. The parties wish to revive and reinstate all of the terms and conditions of the Agreement, and amend the Agreement to amend the Scope of Service, extend the Term, and decrease the Maximum Contract Amount.

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

1. The Scope of Services attached as **Exhibit A-2** to the Agreement is deleted and the Scope of Services marked as **Exhibit A-3** attached hereto is incorporated herein by this reference. All references to “**Exhibit A-2**” in the Agreement shall be amended to read: “**Exhibit A-3**”.

2. The Budget attached as **Exhibit B-2** to the Agreement is deleted and the Budget marked as **Exhibit B-3** attached hereto is incorporated herein by this reference. All references to “**Exhibit B-2**” in the Agreement shall be amended to read: “**Exhibit B-3**”.

3. The Certificate of Insurance attached as **Exhibit C** to the Agreement is deleted and the Certificate of Insurance marked as **Exhibit C-3** attached hereto is incorporated herein by this reference. All references to “**Exhibit C**” in the Agreement shall be amended to read: “**Exhibit C-3**”.

4. Section 3 of the Agreement, entitled “**TERM:**”, is amended to read as follows:

“**3. TERM:** This Agreement will commence on June 1, 2020, and will expire on December 31, 2021 (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 of this Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

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

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION EIGHT HUNDRED FORTY-NINE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS AND NO CENTS (\$3,849,977.00)** (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-3. Any services performed beyond those in Exhibit A-3 are performed at the Contractor’s risk and without authorization under this Agreement.”

6. Section 7 of the Agreement, entitled “**EXAMINATION OF RECORDS AND AUDITS:**”, is amended to read as follows:

“**7. EXAMINATION OF RECORDS AND AUDITS:** The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

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

8. This Revival and Third 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.

Contract Control Number: OEDEV-202158644-03[202054860-03]
Contractor Name: COLORADO NONPROFIT DEVELOPMENT CENTER

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-202158644-03[202054860-03]
COLORADO NONPROFIT DEVELOPMENT CENTER

By:  _____

Name: Melinda Higgs
(please print)

Title: mhiggs@cndc.org
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3
THIRD AMENDED SCOPE OF SERVICES

PROJECT NAME: Nonprofit Organization Relief and Recovery for COVID19 Impacts
ACTIVITY NAME: Corona Virus Relief Fund Nonprofit Impact Grants

DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

Federal Award ID (FAIN) #: TBD
Federal Award Date: 4/15/2020
Federal Awarding Agency: Dept of the Treasury
Pass-Through Entity: City and County of Denver
Awarding Official: CARES Act

I. INTRODUCTION

Period of Performance Start and End Dates: June 1, 2020 – December 31, 2020

AMENDED PERIOD OF PERFORMANCE START & END DATES: June 1-2020-December 31,2021

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for \$2,000,000.00 through the Denver Office of Economic and Development and Opportunity's (DEDO) Neighborhood Equity Stabilization Team (NEST). These funds will be provided to Colorado Nonprofit Development Center to be utilized for Nonprofit Organization Relief & Recovery support services due to the negative economic impacts of COVID19 on Denver area nonprofit organizations. The award is not for Research and Development (R&D).

AMENDED Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for \$4,000,000.00 through the Denver Office of Economic and Development and Opportunity's (DEDO) Neighborhood Equity Stabilization Team (NEST). These funds will be provided to Colorado Nonprofit Development Center to be utilized for Nonprofit Organization Relief & Recovery support services due to the negative economic impacts of COVID19 on Denver area nonprofit organizations. The award is not for Research and Development (R&D).

SECOND AMENDED Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for \$4,750,000.00 through the Denver Office of Economic and Development and Opportunity's (DEDO) Neighborhood Equity Stabilization Team (NEST). These funds will be provided to Colorado Nonprofit Development Center to be utilized for Nonprofit Organization Relief & Recovery support services due to the negative economic impacts of COVID19 on Denver area nonprofit organizations. The award is not for Research and Development (R&D).

THIRD AMENDED Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for \$3,849,976.73 through the Denver Office of Economic and Development and Opportunity's (DEDO) Neighborhood Equity Stabilization Team (NEST). These funds will be provided to Colorado Nonprofit Development Center to be utilized for Nonprofit Organization Relief & Recovery support services due to the negative economic impacts of COVID19 on Denver area nonprofit organizations. The award is not for Research and Development (R&D).

Funding Source: **Amount:**
 \$2,000,000.00

AMENDED Funding Source: **CARES ACT** **Amount:**
\$4,000,000.00

SECOND AMENDED Funding Source: **CARES ACT** **Amount:**
\$4,750,000.00

THIRD AMENDED Funding Source: **CARES ACT** **Amount:**
\$3,849,976.73

Sub-awardee Organization: Colorado Nonprofit Development Center

EIN#: 84-1493585

DUNS#: 126352975

Amended SAM.gov 01/06/2022

Expiration Date:

Address: 789 Sherman Street, Suite 250, Denver CO 80203

Contact Person: Melinda Higgs

Phone: 303-520-3193

Email: mhiggs@cndc.org

Organization Type:

Non-Profit For-Profit Individual Partnership Corporation Publicly Owned Other

Contractor Relationship:

Unit of Government Public Agency Sub-awardee/Subrecipient Vendor Beneficiary
 Community Based Development Organization (CBDO)

The Federal Funding Accountability and Transparency Act (FFATA)

- In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes No

If YES, continue to statement 2.

- The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
 Yes No

If YES, stop here. If NO, continue to statement 3.

- Provide the names and amounts of the five most highly compensated officers or executives:

Program income (of any type, e.g., fees) will be generated by this activity. Yes No
 Contract will be funding architectural, engineering or other project soft cost. Yes No
 If yes, final project be completed within 24 months. Yes No

II. ACTIVITY DESCRIPTION

Description of Activity and Program Requirements and Responsibilities

Colorado Nonprofit Development Center (CNDC) was formed in 1999 by a group of community leaders and foundations looking for a mechanism to reduce the risk of investing in charitable projects while encouraging innovation in social enterprises. CNDC is considered an essential part of the nonprofit sector infrastructure in Colorado. CNDC creates efficiencies, fosters innovation and improves the implementation of nonprofit best practices. CNDC has also become a national leader in promoting fiscal sponsorship best practices as a founding organization of the National Network of Fiscal Sponsors. CNDC will prepare a letter (with content provided by DEDO) on their letterhead to accompany the grant disbursement to the eligible nonprofit organizations. The letter shall be subject to DEDO's review and approval prior to delivery to grant recipients. CNDC will provide weekly a list of all grants paid out, including eligible nonprofit organization name, payment date, and amount, with accompanying proof of payment documentation.

1. Description of Activity: The purpose of this contract agreement is to provide an award not to exceed \$2,000,000 as set forth in Ex B-Budget through the Denver Office of Economic and Development and Opportunity's (DEDO) in response to the COVID-19 outbreak, and as part of its Nonprofit Relief and Recovery Program. DEDO will provide to Colorado Nonprofit Development Center, for disbursement to eligible Denver nonprofit corporations to grant funds up to a maximum of \$15,000 under the Corona Virus Relief Fund program for the purpose of increased mitigation of negative economic impacts of small nonprofit organizations due to the COVID19 Pandemic.

1. AMENDED Description of Activity: The purpose of this contract agreement is to provide an award not to exceed \$4,000,000 as set forth in Ex B-1-Budget through the Denver Office of Economic and Development and Opportunity's (DEDO) in response to the COVID-19 outbreak, and as part of its Nonprofit Relief and Recovery Program. DEDO will provide to Colorado Nonprofit Development Center, for disbursement to eligible Denver nonprofit corporations to grant funds up to a maximum of \$15,000 under the Corona Virus Relief Fund program for the purpose of increased mitigation of negative economic impacts of small nonprofit organizations due to the COVID19 Pandemic.

1. SECOND AMENDED Description of Activity: The purpose of this contract agreement is to provide an award not to exceed \$4,750,000 as set forth in Ex B-2-Budget through the Denver Office of Economic and Development and Opportunity's (DEDO) in response to the COVID-19 outbreak, and as part of its Nonprofit Relief and Recovery Program. DEDO will provide to Colorado Nonprofit Development Center, for disbursement to eligible Denver nonprofit corporations to grant funds up to a maximum of \$15,000 under the Corona Virus Relief Fund program for the purpose of increased mitigation of negative economic impacts of small nonprofit organizations due to the COVID19 Pandemic.

1. THIRD AMENDED Description of Activity: The purpose of this contract agreement is to reduce the contract by \$900,023.27 and provide an award not to exceed \$3,849,976.73 as set forth in Ex B-3-Budget through the Denver Office of Economic and Development and Opportunity's (DEDO) in response to the COVID-19 outbreak, and as part of its Nonprofit Relief and Recovery Program. DEDO will provide to Colorado Nonprofit Development Center, for disbursement to eligible Denver nonprofit corporations to grant funds up to a maximum of \$15,000 under the Corona Virus Relief Fund program for the purpose of increased mitigation of negative economic impacts of small nonprofit organizations due to the COVID19 Pandemic.

2. Funds will be used for: CNDC to prepare and deliver micro grants (either electronically or by mail) to the qualifying small nonprofit businesses. \$2,000,000 of the funds will be utilized for nonprofit

organizations through the established program. This includes administrative support to CNDC for the management, grant distribution, consultation and technical support of this program.

2. AMENDED Funds will be used for: CNDC to prepare and deliver micro grants (either electronically or by mail) to the qualifying small nonprofit businesses. \$4,000,000 of the funds will be utilized for nonprofit organizations through the established program. This includes administrative support to CNDC for the management, grant distribution, consultation and technical support of this program.

2. SECOND AMENDED Funds will be used for: CNDC to prepare and deliver micro grants (either electronically or by mail) to the qualifying small nonprofit businesses. \$4,750,000 of the funds will be utilized for nonprofit organizations through the established program. This includes administrative support to CNDC for the management, grant distribution, consultation and technical support of this program.

2. THIRD AMENDED Funds will be used for: CNDC to prepare and deliver micro grants (either electronically or by mail) to the qualifying small nonprofit businesses \$3,849,976.73 of the funds will be utilized for nonprofit organizations through the established program. This includes administrative support to CNDC for the management, grant distribution, consultation and technical support of this program.

3. Implementation Plan and Timeline:

The following table outlines the implementation plan and timelines for this contract:

Task	Projected Beginning & End Dates
Prepare payments to eligible nonprofit organizations referred by DEDO staff and issue to awarded nonprofit organizations within five business days. It is anticipated that payments will be distributed in three (3) rounds.	June 2020 through December 2020
Provide consulting and technical assistance services to DEDO.	June 2020 through December 2020

3. AMENDED Implementation Plan and Timeline:

The following table outlines the implementation plan and timelines for this contract:

Task	Projected Beginning & End Dates
Prepare payments to eligible nonprofit organizations referred by DEDO staff and issue to awarded nonprofit organizations within five business days. It is anticipated that payments will be distributed in five (5) rounds.	June 2020 through December 2020
Provide consulting and technical assistance services to DEDO, including financial reviews of nonprofit applicants.	June 2020 through December 2020

3. SECOND AMENDED Implementation Plan and Timeline:

The following table outlines the implementation plan and timelines for this contract:

Task	Projected Beginning & End Dates
Prepare payments to eligible nonprofit organizations referred by DEDO staff and issue to awarded nonprofit organizations within five business days. It is anticipated that payments will be distributed in four (4) rounds .	June 2020 through December 2020
Provide consulting and technical assistance services to DEDO, including financial reviews of nonprofit applicants .	June 2020 through December 2020

3. THIRD AMENDED Implementation Plan and Timeline:

The following table outlines the implementation plan and timelines for this contract:

Task	Projected Beginning & End Dates
Prepare payments to eligible nonprofit organizations referred by DEDO staff and issue to awarded nonprofit organizations within five business days. It is anticipated that payments will be distributed by December 2021 .	June 2020 through December 31, 2021
Provide consulting and technical assistance services to DEDO, including financial reviews of nonprofit applicants .	June 2020 through December 31, 2021

III. Budget

Please refer to Ex B-Budget Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. Yes No If Yes, describe:
Non-personnel costs are being funded. Yes No

IV. Reporting

Individual Nonprofit Organization (NPO) data collection is required and must be qualified demonstrating income deprivation as a result of Covid19 Economic Impacts. Disbursement of funds is contingent based on the ability to collect the required information. Under the COVID-19 grant program, CNDC will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; even if no activity was conducted or expensed. Contractor should report "No Activity" or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn down, a final report will be submitted indicating "final report" and no further reports are required.

Contractor will email the aforementioned reports to the Contract Administrator.

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Program Budget and Cost Allocation Plan Summary

Contractor Name: Colorado Nonprofit Development Center (CNDC) Program Year: 2020-2021
 Project : Nonprofit Corona Virus Relief Fund
 Contract Dates: 6/1/2020 to 12/31/2021 Return to DEDO Project Specialist: Katherine Jarvis

Budget Category	Agency Total (All Funding Sources)	Project Costs DEDO Funding 202056704-02 Corona Virus Relief Fund		Modification Amount Funding 1 202158449-03	Total Project Costs requested from DEDO		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Amount	%		Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel: Name and Job Title	Total	Amount	%	Amount	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
<i>Job Title</i>		-	#DIV/0!		-	#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		
<i>Job Title</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Salary:	-	-	#DIV/0!	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Fringes			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Personnel Total:	-	-	#DIV/0!	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Non-Personnel:	Total	Amount	%	Amount	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Nonprofit Grant -Direct Services	\$3,657,477.89	4,512,500	123.38%	(855,022)	3,657,478	100.00%		0.00%		0.00%		0.00%	3,657,478	100.00%
Other Direct Expense Administrative Costs	\$192,498.84	237,500	123.38%	(45,001)	192,499	100.00%		0.00%		0.00%		0.00%	192,499	100.00%
<i>Subcontractor (BID Consultant)</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Subcontractor (Legal consultation)</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Indirect Costs</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Personnel	3,849,977	4,750,000	123.38%	(900,023)	3,849,977	100.00%	-	0.00%	-	0.00%	-	0.00%	3,849,977	100.00%
Total Project Cost	3,849,977	4,750,000	123.38%	(900,023)	3,849,977	100.00%	-	0.00%	-	0.00%	-	0.00%	3,849,977	100.00%
Program Income (through funded activities)			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Non-Project:	Total	Amount	%	Amount	Subtotal	%	Amount	%	Amount	%	Amount	%		
<i>Personnel Costs:</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Non-Personnel Costs:</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Other (Specify):</i>			#DIV/0!		-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Project Cost	-	-	#DIV/0!	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Grand Total	3,849,977	4,750,000	123%	(900,023)	3,849,977	100.00%	-	0.00%	-	0.00%	-	0.00%	3,849,977	100.00%

EXHIBIT B-3
Budget Narrative
Colorado Nonprofit Development Center
NONPROFIT CORONA VIRUS RELIEF FUND (NCVRF)

A. Direct Services:

CNDC will administer the Nonprofit Corona Virus Emergency Relief Fund program for Denver Economic Development & Opportunity.

CNDC will make available \$1,900,000.00 in anticipated three (3) rounds in awards not to exceed a \$15,000 grant to any one qualified, eligible nonprofit organization.

**It is anticipated that grant amounts would be available in three (3) increments of \$633,333 per round in advance of the distribution.

TOTAL DIRECT EXPENSES: \$1,900,000.00

B. Other Direct Expenses:

Administrative Fee (5% of total direct costs on gross grant awards of \$2,000,000)
Maximum amount: \$100,000

CNDC will collect 5% of total direct costs which will not exceed \$100,000.00.

This will be distributed in a reimbursement capacity for services rendered once invoices have been submitted, reviewed and approved.

TOTAL OTHER DIRECT COSTS: \$100,000

Total Amount Requested from DEDO: \$2,000,000

At DEDO's discretion, modifications to any services that require line item budget changes, which do not increase the total funding to the Contractor and do not modify the total maximum administration fee, may be made without a formal budget modification process.

A. AMENDED Direct Services:

CNDC will administer the Nonprofit Corona Virus Emergency Relief Fund program for Denver Economic Development & Opportunity.

CNDC will disburse up to \$3,809,523.81 in anticipated NCVRF application rounds, through awards not to exceed a \$15,000 grant, to qualified, eligible nonprofit organizations. CNDC will collect 5% of total direct costs which will not exceed \$190,476.19.

The program will allow for disbursement of grant funds, up to a maximum of \$15,000 per eligible nonprofit organization for the purposes of increased mitigation against the negative economic impacts of nonprofits due to the COVID 19 Pandemic. At DEDO's discretion, criteria of the applicants or the application may be modified, including the frequency or total grant amount allowed per qualified recipient.

AMENDED Fee Schedule Service Budget

Administrative Fee (5% of total direct costs on gross grant awards of \$3,809,523.81): \$190,476.19

CNDC will collect 5% of total direct costs which will not exceed \$190,476.19

Other Direct Expenses will be distributed in a reimbursement capacity for services rendered once invoices have been submitted, reviewed and approved

B. AMENDED TOTAL OTHER DIRECT COSTS: \$190,476.19

Nonprofit Coronavirus Relief Fund (NCVRF): \$3,809,523.81

Administrative support fee NCVRF: \$190,476.19

C. Fee and Payment Schedule

1. The maximum budget for this contract is \$4,000,000 to fund the Nonprofit Coronavirus relief fund (NCVRF), inclusive of (i) grants disbursed to grant recipients and (ii) fees to CNDC as further described herein and as set forth in the Fee Schedule below.
2. An initial transfer of \$1,000,000 is expected to be made at the onset of the executed amended agreement, which shall be disbursed as grants to eligible businesses as identified by DEDO under the NCVRF.
DEDO may change the amount of this initial payment in its sole discretion.
3. After a minimum of \$750,000 of the amended \$2,000,000 total has been granted to eligible organizations as identified by DEDO under the NCVRF and disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, CNDC may then periodically request additional grant funds to be advanced, as mutually agreed upon based on the program needs, to be disbursed as grants to eligible organizations under the NCVRF. A minimum of 50% of any subsequent advanced grant funds received through grant fund transfers shall be disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, prior to requesting additional grant fund advances.
4. CNDC may invoice against the administrative support fee periodically. Effective the execution date of the first amendment, CNDC may invoice periodically up to 5% of the grant amounts disbursed under the NCVRF and the as the administrative support fee, with the total administrative fee not to exceed \$190,476.19.
5. The parties may mutually agree to adjust the payment schedule in the event actual work performed warrants an adjustment, but in no event shall total funds received by CNDC exceed the Maximum Contract Amount or the "Total" set forth in the Fee Schedule table below.

AMENDED Total REQUESTED FROM DEDO: \$4,000,000.00

At DEDO's discretion, modifications to any services that require line item budget changes, which do not increase the total funding to the Contractor and do not modify the total maximum administration fee, may be made without a formal budget modification process.

SECOND Amended Direct Services:

CNDC will administer the Nonprofit Corona Virus Emergency Relief Fund program for Denver Economic Development & Opportunity.

CNDC will disburse up to \$4,523,809.52 in anticipated NCVRF application rounds, through awards not to exceed a \$15,000 grant, to qualified, eligible nonprofit organizations. CNDC will collect 5% of total direct costs which will not exceed \$226,190.48.

The program will allow for disbursement of grant funds, up to a maximum of \$15,000 per eligible nonprofit organization for the purposes of increased mitigation against the negative economic impacts of nonprofits due to the COVID 19 Pandemic. At DEDO's discretion, criteria of the applicants or the application may be modified, including the frequency or total grant amount allowed per qualified recipient.

Administrative Fee (5% of total direct costs on gross grant awards of \$4,750,000): \$226,190.48

CNDC will collect 5% of total direct costs which will not exceed \$226,190.48

Other Direct Expenses will be distributed in a reimbursement capacity for services rendered once invoices have been submitted, reviewed and approved

SECOND AMENDED TOTAL OTHER DIRECT COSTS: \$226,190.48

C. Fee and Payment Schedule

1. The maximum budget for this contract is \$4,750,000 to fund the Nonprofit Coronavirus relief fund (NCVRF), inclusive of (i) grants disbursed to grant recipients and (ii) fees to CNDC as further described herein and as set forth in the Fee Schedule below.

2. An initial transfer of \$1,000,000 is expected to be made at the onset of the executed amended agreement, which shall be disbursed as grants to eligible businesses as identified by DEDO under the NCVRF.

DEDO may change the amount of this initial payment in its sole discretion.

3. After a minimum of \$750,000 of the amended \$2,000,000 total has been granted to eligible organizations as identified by DEDO under the NCVRF and disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, CNDC may then periodically request additional grant funds to be advanced, as mutually agreed upon based on the program needs, to be disbursed as grants to eligible organizations under the NCVRF. A

minimum of 50% of any subsequent advanced grant funds received through grant fund transfers shall be disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, prior to requesting additional grant fund advances.

4. CNDC may invoice against the administrative support fee periodically. Effective the execution date of the first amendment, CNDC may invoice periodically up to 5% of the grant amounts disbursed under the NCVRF and the as the administrative support fee, with the total administrative fee not to exceed \$226,190.48.

5. The parties may mutually agree to adjust the payment schedule in the event actual work performed warrants an adjustment, but in no event shall total funds received by CNDC exceed the Maximum Contract Amount or the "Total" set forth in the Fee Schedule table below.

SECOND AMENDED TOTAL DIRECT EXPENSES: \$4,750,000

At DEDO's discretion, modifications to any services that require line item budget changes, which do not increase the total funding to the Contractor and do not modify the total maximum administration fee, may be made without a formal budget modification process.

THIRD Amended Direct Services:

This THIRD Amendment will remove \$900,023.27 from the SECOND Amendment total to be returned to DEDO.

CNDC will administer the Nonprofit Corona Virus Emergency Relief Fund program for Denver Economic Development & Opportunity.

CNDC will disburse up to \$3,666,644.50 in anticipated NCVRF application rounds, through awards not to exceed a \$15,000 grant, to qualified, eligible nonprofit organizations. CNDC will collect 5% of total direct costs which will not exceed \$183,332.22.

The program will allow for disbursement of grant funds, up to a maximum of \$15,000 per eligible nonprofit organization for the purposes of increased mitigation against the negative economic impacts of nonprofits due to the COVID 19 Pandemic. At DEDO's discretion, criteria of the applicants or the application may be modified, including the frequency or total grant amount allowed per qualified recipient

Administrative Fee (5% of total direct costs on gross grant awards of \$3,849,976.73): \$183,332.22

CNDC will collect 5% of total direct costs which will not exceed \$183,332.22

Other Direct Expenses will be distributed in a reimbursement capacity for services rendered once invoices have been submitted, reviewed and approved

THIRD AMENDED TOTAL OTHER DIRECT COSTS: \$183,332.22

C. Fee and Payment Schedule

1. The maximum budget for this contract is \$3,849,976.73 to fund the Nonprofit Coronavirus relief fund (NCVRF), inclusive of (i) grants disbursed to grant recipients and (ii) fees to CNDC as further described herein and as set forth in the Fee Schedule below.

2. An initial transfer of \$1,000,000 is expected to be made at the onset of the executed amended agreement, which shall be disbursed as grants to eligible businesses as identified by DEDO under the NCVRF.

DEDO may change the amount of this initial payment in its sole discretion.

3. After a minimum of \$750,000 of the amended \$2,000,000 total has been granted to eligible organizations as identified by DEDO under the NCVRF and disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, CNDC may then periodically request additional grant funds to be advanced, as mutually agreed upon based on the program needs, to be disbursed as grants to eligible organizations under the NCVRF. A minimum of 50% of any subsequent advanced grant funds received through grant fund transfers shall be disbursed by CNDC, with the appropriate supporting documentation provided by CNDC as set forth in the applicable Scope of Work, prior to requesting additional grant fund advances.

4. CNDC may invoice against the administrative support fee periodically. Effective the execution date of the first amendment, CNDC may invoice periodically up to 5% of the grant amounts disbursed under the NCVRF and the as the administrative support fee, with the total administrative fee not to exceed \$183,332.22.

5. The parties may mutually agree to adjust the payment schedule in the event actual work performed warrants an adjustment, but in no event shall total funds received by CNDC exceed the Maximum Contract Amount or the "Total" set forth in the Fee Schedule table below.

THIRD AMENDED TOTAL DIRECT EXPENSES: \$3,849,976.73

At DEDO's discretion, modifications to any services that require line item budget changes, which do not increase the total funding to the Contractor and do not modify the total maximum administration fee, may be made without a formal budget modification process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

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, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team PHONE (A/C. No. Ext): 303-534-4567 FAX (A/C. No): 303-534-0600 E-MAIL ADDRESS: DenAccountTechs@imacorp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: GuideOne National Insurance Company	NAIC # 14167
INSURER B: *Pinnacol Assurance	41190
INSURER C: Tokio Marine Specialty Insurance Company	23850
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 808659412

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 <input checked="" type="checkbox"/> Sexual <input type="checkbox"/> Misconduct Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			010025329	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
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			001828624	1/1/2021	1/1/2022	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 \$ 2,500			001450911	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4024004	12/1/2020	12/1/2021	<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
C	Professional Liability Errors & Omissions			PHSD1596812	1/1/2021	1/1/2022	LIMIT DEDUCTIBLE \$1,000,000 \$2,500

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

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

CERTIFICATE HOLDER

Denver Economic Development and Opportunity
 101 W. Colfax Suite 850
 Denver CO 80202

CANCELLATION

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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