

SECOND AMENDATORY AGREEMENT

This **SECOND 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, and an Amendatory Agreement dated October 26, 2020 (collectively, the “Agreement”).

B. The Parties wish to amend the Agreement to increase the maximum contract amount and as otherwise set forth herein.

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

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

3. 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 **FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$4,750,000.00)** (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-1. Any services performed beyond those in Exhibit A-1 are performed at the Contractor’s risk and without authorization under this Agreement.”

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

5. This 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.

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SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

OEDEV-202056704-OEDEV: 202056025
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: OEDEV-202056704- OEDEV:202056025

Contractor Name: Colorado Nonprofit Development Center

By: SEE NEXT PAGE _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
(Jagg)OEDEV: 202056025]]
Contractor Name:

OEDEV-202056704-[(Jagg)OEDEV: 202054860;
Colorado Nonprofit Development Center

By: 

Name: RECINDA A. NIGGS
(please print)

Title: PRESIDENT & CEO
(please print)

ATTEST: [if required] N/A

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A-2
SECOND 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

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).

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

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

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

Sub-awardee Organization: Colorado Nonprofit Development Center

EIN#: 84-1493585
DUNS#: 126352975
SAM.gov Expiration Date: 02/02/2021
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.

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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.

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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

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
Project : Nonprofit Corona Virus Relief Fund
Contract Dates: 6/1/2020 to 12/31/2020 **Return to DEDO Project Specialist:** Nancy Hernandez

Budget Category	Agency Total (All Funding Sources)	Project Costs DEDO Funding 202056025-01 Corona Virus Relief Fund		Modification Amount Funding 1 202056704-02	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	Subtotal	%	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	\$4,523,809.52	3,809,524	84.21%	714,286	4,523,810	100.00%		0.00%		0.00%		0.00%	4,523,810	100.00%
Other Direct Expense Administrative Costs	\$226,190.48	190,476	84.21%	35,714	226,190	100.00%		0.00%		0.00%		0.00%	226,190	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	4,750,000	4,000,000	84.21%	750,000	4,750,000	100.00%	-	0.00%	-	0.00%	-	0.00%	4,750,000	100.00%
Total Project Cost	4,750,000	4,000,000	84.21%	750,000	4,750,000	100.00%	-	0.00%	-	0.00%	-	0.00%	4,750,000	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	4,750,000	4,000,000	84%	750,000	4,750,000	100.00%	-	0.00%	-	0.00%	-	0.00%	4,750,000	100.00%

EXHIBIT B-2
SECOND AMENDED Budget Narrative
Colorado Nonprofit Development Center
NONPROFIT CORONA VIRUS RELIEF FUND (NCVRF)

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.

Fee Schedule Service Budget

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

Administrative support fee NCVRF: \$190,476.19

Total: \$4,000,000.00

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 \$1,000,000 of the amended \$4,750,000 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.

Fee Schedule Service Budget

Nonprofit Coronavirus Relief Fund (NCVRF): \$4,523,809.52

Administrative support fee NCVRF: \$226,190.48

Total: \$4,750,000.00