

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 County of Denver”), for itself and on behalf of the **DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT** (“DDPHE”, and, together with the City and County of Denver, the “City”), and **CARING FOR DENVER FOUNDATION**, a Colorado nonprofit corporation authorized to do business in the State of Colorado, whose address is Kaleidoscope Collaborative Center, 1035 Osage St., 8th Floor, Denver, Colorado 80204 (hereinafter “CFD” and, together with the City, jointly “the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 27, 2019, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to amend the administration of the fund, amend strategic plan, amend the public reports requirement, amend the budget/carry forward requirement, amend the notice provision, and amend the scope of work.

NOW THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**CFD’S ADMINISTRATION OF THE CARING FOR DENVER FUND**”, Subsection A. is hereby deleted in its entirety and replaced with:

“**2. CFD’S ADMINISTRATION OF THE CARING FOR DENVER FUND:**

A. During the Term (as defined below), CFD shall administer the Caring for Denver Fund in a timely and competent manner for the benefit of the residents of the City and County of Denver, as described herein and in the Scope of Work, which is attached hereto and is herein incorporated by reference as **Exhibit A**. CFD shall notify the City’s Executive Director of the Department of Public Health & Environment (“Director”) of any changes to the Scope of Work, and, prior to approving such changes CFD shall give the Director an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance.”

2. Section 5 of the Agreement entitled “**CFD’S RESPONSIBILITIES:**” Sub-section D. entitled “**Strategic Plan.**” is hereby deleted in its entirety and replaced with:

“**D. Strategic Plan.** The Board shall develop a strategic plan to determine funding priorities as outlined in the Ordinance and further described in **Exhibit A.**”

3. Section 5 of the Agreement entitled “**CFD’S RESPONSIBILITIES:**” Sub-section F. (i) entitled “**Public Reports.**” is hereby deleted in its entirety and replaced with:

“(i) audited financial statements for CFD, conducted by an independent auditor, including full reports on expenditures for the prior fiscal year and anticipated budgets and work plans for the ensuing fiscal year of how the funds were spent in the City. If the City’s annual reconciliation timeline does not allow sufficient time for CFD to submit audited financial statements by the end of the third month of the fiscal year of the City and County of Denver (as reasonably determined by the Executive Director), such financial statements will be submitted no later than one month after the completion of such annual reconciliation;”

4. Section 6 of the Agreement entitled “**SPENDING LIMITATIONS & FUNDING:**” Sub-section F. entitled “**Budget/Carry Forward.**” is hereby deleted in its entirety and replaced with:

“**F. Budget/Carry Forward.** CFD shall expend funds provided under this Agreement during the Term in accordance with the Ordinance and terms of this Agreement. In the event distributions of receipts of the Caring for Denver Tax received by CFD during a particular year are not expended, such unused amount may be carried forward by CFD and used for administrative or programmatic expenditures in a subsequent year or years, subject to the other limitations set forth in the Ordinance and this Agreement, including the 5% cap on administrative expenses. In the event less than 5% of Caring for Denver Tax revenue distributed to CFD during the year is used for administrative expenses in the year the distributions are received by CFD, such unused amount may be carried forward by CFD to a subsequent year or years and added to the funds which may then be used for administrative expenses and programmatic expenditures, at the sole discretion of CFD.”

5. Section 24 of the Agreement entitled “**NOTICES:**” Sub-section entitled “**And by the City to:**” is hereby deleted in its entirety and replaced with:

“And by the City to: Executive Director
Lorez Meinhold
Caring for Denver Foundation
Kaleidoscope Collaborative Center
1035 Osage St., 8th Floor
Denver, Colorado 80204
Email: lorez@caring4denver.org ”

6. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A–Amendment-01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to **Exhibit A–Amendment-01**.

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

8. 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.

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Contract Control Number: ENVHL-202158525-01/201951262-01
Contractor Name: CARING FOR DENVER FOUNDATION

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:

ENVHL-202158525-01/201951262-01
CARING FOR DENVER FOUNDATION

DocuSigned by:
Lorez Meinhold
2EBE74EA9CCC494...

By: _____

Name: Lorez Meinhold
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – AMENDMENT-01

SCOPE OF WORK

I. CFD Responsibilities

In addition to the obligations established in the Ordinance, and agreed to in this Agreement, CFD shall meet the following administrative milestones:

A. CFD shall develop a preliminary draft strategic plan to determine funding priorities and submit to the Board and DDPHE by no later than December 31, 2019. The strategic plan shall include mission, vision, values, organizational strategy, funding priorities strategy, evaluation and learning, be updated no fewer than every three (3) years and shall include public input into the use of the Caring for Denver Fund. In addition, CFD shall include public input in the development of its funding priorities and the use of the Caring for Denver Fund no less than every three (3) years as required in its founding ordinance.

B. CFD shall create a policy that addresses use of fund balance.

C. CFD shall create a policy that addresses conflicts of interest in accordance with D.R.M.C. § 2-61 and Section 5.G. of this Agreement.

D. CFD shall create a policy for grant-making that aligns with City Fiscal Accountability Rules and City procurement ordinances and executive orders.

E. CFD shall appoint an individual to act as the liaison among the City, CFD, and all other City agencies party to the distribution of the Caring for Denver Tax. The Liaison shall attempt to facilitate resolution of all routine matters and concerns related to the Caring for Denver Tax.

II. City Responsibilities

The City, through DDPHE, shall:

A. Review CFD's draft strategic plan in conjunction with the Board. CFD shall give the Executive Director of DDPHE an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance.

EXHIBIT A – AMENDMENT-01

SCOPE OF WORK

B. Review CFD’s annual draft reports in conjunction with the Board. CFD shall give the Executive Director of DDPHE an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance. The Executive Director of DDPHE will provide comments prior to release to the Mayor, City Council, the Auditor, and its publication on CFD’s website.

C. Review CFD’s grant and financial policies. CFD shall give DDPHE an opportunity to provide comments or suggestions for consideration by CFD. Final approval of such changes shall be made solely by the Board of Directors of CFD, provided that no such changes shall conflict with the terms and conditions of this Agreement or with the Ordinance.

D. Review monthly invoices for payments out of the Caring for Denver Fund and authorize payments in accordance with all applicable City fiscal rules and ordinances.

E. Facilitate revenue-to-budget reconciliation process between the City’s Department of Finance and CFD at least annually.

F. Appoint an individual to act as the liaison among the City, CFD, and all other City agencies party to the distribution of the Caring for Denver Tax. The Liaison shall attempt to facilitate resolution of all routine matters and concerns related to the Caring for Denver Tax.

III. Administrative Expenses Allocation

Subject to Section 5.E. of the Agreement, \$125,000 of the Caring for Denver Tax shall go to the City for administrative expenses. This amount will cover the costs needed to administer and monitor this Agreement, to conduct compliance activities, draft future contracts and scope of work, and coordinate all City-related activities.