

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MILE HIGH UNITED WAY, INC.**, a Colorado nonprofit corporation whose address is 711 Park Avenue West, Denver, CO 80205 (the “Contractor”), jointly “the Parties”.

RECITALS:

A. The Parties entered into an Agreement on or about December 21, 2018, a First Amendatory Agreement on or about December 6, 2019, and a Second Amendatory Agreement on or about April 6, 2020 (the “Second Amendatory Agreement” and, collectively with the original agreement and the First Amendatory Agreement, the “Agreement”), for the performance of certain work as set forth in the Agreement and **Exhibit A** thereto; and

B. The novel coronavirus (COVID-19) is now a global pandemic impacting people and economies worldwide; and

C. The Mayor declared a state of local disaster emergency on March 12, 2020, pursuant to C.R.S. 24-33.5-701, et seq., brought on by the spread of COVID-19; the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020, on the same basis; and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

D. Pursuant to the Second Amendatory Agreement, the City made emergency resources available to assist businesses impacted by COVID-19 and the resultant declarations of emergency; and

E. The City wishes to make additional resources, including Community Development Block Grant (“CDBG”) Subaward funds, available to assist businesses impacted by COVID-19 and the resultant declarations of emergency; and

F. Providing such assistance will contribute to economic stability and help slow the economic impacts of COVID-19 and the resultant declarations of emergency described above, which impacts may include employee layoffs and business closures; and

G. Providing such assistance is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin

or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available

H DEDO does not have the resources available to perform the COVID-19-related services described herein itself; and

I To respond to the COVID-19 crisis in the City, and pursuant to the declarations of emergency described above, the City wishes for Contractor to provide the added services described herein; and

J The Parties desire to revise the Agreement by: 1) amending the Exhibit A-2 Scope of Work to add services relating to limiting the economic impacts of COVID-19; 2) adding funds in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) to the Maximum Contract Amount; and 3) amending Exhibit B-2 Budget.

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

1. Section 2.a of the Agreement is amended and restated to read as follows:

“**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A-3, Scope of Work, to the City's satisfaction. Furthermore, the Contractor agrees to carry out the program services described in Exhibit A-3, Program #4, entitled “Scope of Services, CDBG HUD Fund Small Business Emergency Relief Program” (“Program #4”), including Financial Administration attached thereto, and Part II Supplementary General Conditions attached thereto (“Part II”), and Exhibit B-3 Budget 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. Changes to the services described in Program #4 may be approved in writing by the Executive Director or his or her designee, provided the changes do not (i) extend the Term, (ii) increase the amount payable hereunder as identified in Section 4 below, or (iii) constitute a major modification of this Agreement under applicable federal law.”

2. Section 3 of the Agreement is amended and restated to read as follows:

“The Agreement will commence on January 1, 2019, and will expire on December 31, 2019 (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 the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Community Development Block Grant (“CDBG”) funds or other CDBG assets, including program income.”

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

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE MILLION SEVEN HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$5,705,000.00)** (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 Contractor beyond those specifically described in **Exhibit A-3**. Any services performed beyond those in **Exhibit A-3** are performed at Contractor’s risk and without authorization under the Agreement.”

4. In Section 4.d of the Agreement entitled “**Maximum Contract Amount:**”, a new Subsection (3) is added to read as follows:

“(3) As to Program #4, the obligation of the City for payments under this Agreement is further limited to monies appropriated by the U.S. Congress and the City Council, and paid into the City Treasury as an applicable cost under the CDBG Agreements referred to below. Funds for Program #4 will be released to the Contractor in accordance with the budget and other requirements set forth in Program #4 and Exhibit B-3, Program #4 (‘Program #4 Budget’).”

5. A new Section 4A, entitled “**RECORDS AND REPORTS:**”, is added after Section 4 to read as follows:

“**4A. RECORDS AND REPORTS:** As to Program #4, the Contractor will provide DEDO with records and reports as further detailed in Program #4 and Exhibit B.”

6. Section 6.a of the Agreement is amended and restated to read as follows:

“**a.** The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. Furthermore, this Agreement may be terminated as provided in Part II. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.”

7. A new Section 7A of the Agreement, entitled “**AUDIT REQUIREMENTS:**”, is added after Section 7 to read as follows:

“**7A. AUDIT REQUIREMENTS:** Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, ‘Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards’ (the ‘OMB Omni Circular’) and applicable federal regulations.”

8. A new Section 23A of the Agreement, entitled “**CONDITIONS:**”, is added after Section 23 to read as follows:

“**23A. CONDITIONS:**

“**a.** This Agreement is subject to and incorporates herein the provisions attached hereto as Part II.

“**b.** The Contractor will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

“**c.** The Contractor shall include the certification contained in subparagraph a of this Section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

“**d.** The Contractor will immediately notify DEDO in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this Agreement, or if due to changed circumstances the Contractor or any of its principals have subsequently been excluded by a federal agency.

“**e.** The representation made in subparagraph a of this Section is a material representation of fact upon which reliance was placed when this transaction was entered into.

9. A new Section 24A of the Agreement, entitled “**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**”, is added after Section 24 to read as follows:

“**24A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

“a. The Contractor represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

“b. This Agreement is also subject to the Housing and Community Development Act of 1974, as amended, and regulations issued by HUD, 24 C.F.R. 570 et seq., and the CDBG Agreements entered into by and between the City and HUD. Additionally, this Agreement is subject to the City’s Charter and all applicable City ordinances, as the same may be amended from time to time.

10. A new Section 24B of the Agreement, entitled “**PUBLICATIONS/ANNOUNCEMENTS:**”, is added after Section 24A to read as follows:

“**24B. PUBLICATIONS/ANNOUNCEMENTS:** Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other marketing methods funded by DEDO or publicizing activities funded by DEDO shall first receive approval from DEDO. In any event, all such publicizing activities must include the following statement: “The funding source for this activity is the City and County of Denver, Economic Development and Opportunity.”

11. A new Section 24C of the Agreement, entitled “**CONTRACT MONITORING:**”, is added after Section 24B to read as follows:

“**24C. CONTRACT MONITORING:** The Contractor shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Contractor’s performance may be reviewed monthly, or more often, by the appropriate operational unit at DEDO which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized DEDO staff by the Contractor. All reports submitted by the Contractor shall be utilized as part of the evaluation of Contractor’s performance hereunder. All reviews shall be conducted in accordance with internal DEDO procedures. Procedures will be available to the Contractor prior to any review. The Contractor is further subject to a final program audit. The City Auditor reserves the right to select the audit firm. The Contractor shall provide all requested records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of DEDO regarding the resolution of audit exceptions.”

12. A new Section 24D of the Agreement, entitled “**ENFORCEMENT:**”, is added after Section 24C to read as follows:

“2D. ENFORCEMENT: If the Contractor materially fails to comply with the terms of this Agreement, or the terms any other agreement between the City and the Contractor, the City may take one or more of the following actions:

“a. Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action.

“b. Disallow (that is deny use of funds) all or part of the cost of the activity or actions not in compliance.

“c. Wholly or partially suspend or terminate the current award for the Contractor’s program.

“d. Pursue any other remedies that may be legally available.

“e. The City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, including if Contractor becomes delinquent to the City on loan, contractual, or tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Contract terms or City loan obligation, and only after the City provides a 30 day notice to cure that remains uncured by Contractor, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City’s rights under any security interest arising hereunder.”

13. Section 33 of the Agreement, entitled “**USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**”, is amended and restated to read as follows:

“33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations. The Contractor shall cooperate and comply with the provisions of 2 CFR Part 182 regarding a Drug-Free Workplace.”

14. Exhibit A-1 Scope of Work is replaced in its entirety with Exhibit A-2 Scope of Work attached hereto. All references to “Exhibit A-1” in the Agreement shall be amended to read: “Exhibit A-2”.

15. Exhibit B-2 is replaced in its entirety with Exhibit B-3 attached hereto. All references to “Exhibit B-2” in the Agreement shall be amended to read: “Exhibit B-3”.

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

17. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

Contract Control Number: OEDEV-202054468-03/ALF
Contractor Name: 201846254-01/202054230-02
MILE HIGH UNITED WAY, INC.

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-202054468-03ALF
201846254-01/202054230-02
MILE HIGH UNITED WAY, INC.

By:  _____

Name: Jo-Ann Scharmann
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3
Scope of Work Mile High United Way

Project #1:
Administration and Programming of the United Business Advisory program to include the Business Impact Opportunity Fund (BIO Fund) and related Business Support services

INTRODUCTION

Based on research of best practices, Denver’s Office of Economic Development (OED) and North Denver Cornerstone Collaborative (NDCC) have identified an additional tool to support small businesses known as the Business Impact Opportunity Fund or BIO Fund. This Scope of Work sets forth the requirements for Mile High United Way (MHUW) to establish and administer the BIO Fund program as part of larger business support efforts under MHUW’s United Business Advisory (UBA) program in the Globeville, Elyria and Swansea (GES), Northeast Park Hill, Cole and Clayton business community. The City may expand the program to include additional neighborhoods with the consent of partners. OED and NDCC will seed the BIO Fund program to support businesses challenged by changing neighborhood conditions and demographics as well as major infrastructure and construction impacts. MHUW also will conduct outreach to, lend support to and coordinate appropriate referral services to start-up and existing businesses

The BIO Fund will be seeded with \$55,000 from North Denver Cornerstone Collaborative (NDCC) and \$50,000 from the Office of Economic Development (OED) herein referred to as the “City.” Additional funding for the BIO Fund will be \$100,000 from the City for a new Maximum Contract Amount of \$205,000.

The duration of this pilot program will be one year, after which time the City and MHUW will assess the ongoing viability of subsequent programs.

OBJECTIVES

1. Within its UBA services, MHUW will support small businesses in the Globeville, Elyria, Swansea, Northeast Park Hill, Cole and Clayton neighborhoods, by:
 - a. Providing business support services to new and existing businesses.
 - b. Providing investment grants from the BIO Fund to businesses that are impacted by changing neighborhood conditions and demographics and major infrastructure and construction impacts.
 - c. Monitoring business performance and stabilization and growth of businesses.
2. The City will provide resources to MHUW to support convenings with other business groups, partner agencies and individual businesses, as needed, to engage stakeholders in support of activities and investments into small businesses within GES, Northeast Park Hill, Cole and Clayton.
3. MHUW will provide business support services to new and existing businesses, including:
 - a. Provide initial contact with business owners to understand the potential impacts experienced from changing neighborhood conditions and construction efforts.
 - b. Provide business support services aimed at supporting entrepreneurs in establishing new businesses and strengthening existing small businesses in the community.
 - c. Convene small business leaders to discuss barriers and areas where they need capital, training

- and other support.
- d. Work deliverables that may include business impact assessment, business planning support, marketing plan support, digital customer contact support, introductions to banking and capital suppliers, assistance in locating credible back office service providers (accounting, legal, human resources, etc.).
4. Work collaboratively with the City to design application, eligibility criteria, screening committee membership, metrics and award process for the BIO Fund program.
 5. Engage with GES, Northeast Park Hill, Cole and Clayton businesses and solicit applications to the BIO Fund program where appropriate and determine eligibility for BIO Fund and disburse funds.
 6. Coordinate with partner agencies and the City to refer businesses to City and industry resources and wrap-around services according to the business preservation continuum developed by the working group.
 7. Counsel businesses on operational scaling and improvement opportunities and provide access/referral to potential sources of capital, loans and other supports.
 8. Track business type, years of operation, referrals, application processing time, satisfaction rating, and other mutually established metrics and report quarterly to the City.
 9. Facilitate roundtables and exchanges among business owners to share ideas and solutions.
 10. MHUW staff will meet monthly with OED and NDCC to ensure open communication and integration of contracted activities.
 11. MHUW will develop draft eligibility criteria for business owners, and a committee of members from MHUW, OED and NDCC will finalize the BIO Fund eligibility criteria and subsequently meet monthly starting in January 2019 to review business applicants recommended by MHUW as grantees in accordance with the BIO Fund eligibility criteria.
 12. MHUW will act as the fiscal agent during the program pilot year for the BIO Fund which may include accepting contributions from other entities external from the City. If funds are received, MHUW will work with the City on integration of additional funds.
 13. The BIO Fund pilot program will launch on January 1, 2019 and end on December 31, 2020.

OUTCOMES & ASPIRATIONAL GOALS

MHUW will achieve the following targeted outcomes during the 1-year pilot program

- Counsel 15 entrepreneurs seeking to start a business or receive support services.
- Deploy strategies to stabilize 25 small businesses, 50% of which must be retail or small manufacturing.
- Activate at least 20 skill-based volunteers
- Refer 10 businesses to partner agency resources

MHUW will strive to achieve the following aspirational goals.

- 20 employees able to retain stable jobs
- Client satisfaction rating (Goal 90%)
- Businesses remaining open after six months (Goal 100%)
- Businesses remaining open after 12 months (Goal 100%)

TIMELINE

Task	Projected Start/End Dates	Benchmark/Deliverables
Program Development (e.g., screening tools, SOPs, outreach strategy, etc.)	January 01, 2019 – March 31, 2019	Quarterly report/invoice BIO Fund Eligibility Criteria (draft); BIO Fund Committee structure and dates confirmed
Assess Collective Business Needs	January 01, 2019 – December 31, 2019	Quarterly report/invoice Business contact inventory and assessments will be provided throughout the program, updated quarterly and reviewed by the BIO Fund Committee
Deploy resources (e.g., BIO Fund, business start-up, referrals to other resources)	January 01, 2019 – December 31, 2020	Quarterly reports/invoices
Program Evaluation	November 01, 2019 – December 31, 2020	Quarterly report/invoice Program evaluation and recommendations for subsequent phases (if appropriate); Final Program scorecard including client satisfaction scoring

REPORTING

Quarterly reports must quantify progress made on the timeline above and the outcomes below. A brief narrative should provide qualitative and anecdotal information. If the project is not on schedule or lagging in outcomes or aspirational goals, an explanation must be included in the narrative section of the report.

- Counsel 15 entrepreneurs seeking to start a business or receive support services.
- Deploy strategies to stabilize 25 small businesses, 50% of which must be retail or small manufacturing.
- Activate at least 20 skill-based volunteers
- Refer 10 businesses to partner agency resources

MHUW will strive to achieve the following aspirational goals.

- 20 employees able to retain stable jobs
- Client satisfaction rating (Goal 90%)
- Businesses remaining open after six months (Goal 100%)
- Businesses remaining open after 12 months (Goal 100%)

EXHIBIT A-3
Scope of Work Mile High United Way

Project #2
Small Business Emergency Relief Program

This Scope of Work, Project #2, provides for the partial administration of the **Small Business Emergency Relief Program** as outlined below.

OBJECTIVES/SERVICES

1. **In response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Program, DEDO will provide assistance in the form of grants up to a maximum of \$7,500 per recipient to eligible Denver businesses experiencing economic impacts resulting from COVID-19.** Funds will be drawn from the Small Business Emergency Relief Program Grant Funds set forth in Exhibit B Budget. It is anticipated this program will be for four months: March 2020, April 2020, May 2020, and June 2020. Any extension of the program shall be by mutual agreement.
2. **Consulting and Technical Assistance Services:** MHUW will consult with and provide technical assistance to DEDO staff reviewing the program applications and conducting the financial review and analysis of standard accounting documentation used to determine the revenue decline and financial impacts of grant applicants resulting from COVID-19.
3. **Administrative Support/Fiscal Agent:** DEDO will score and rank the applications and prepare a list including the name of the business, owner contact details and their relevant payment information, and their W9. This documentation will be forwarded to MHUW to process payment and deliver (either electronically or by mail) to the business. MHUW will prepare a letter (with content provided by DEDO) on their letterhead to accompany the grant disbursement to the business. The letter shall be subject to DEDO's review and approval prior to delivery to grant recipients. MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

OUTCOMES & ASPIRATIONAL GOALS

The novel coronavirus (COVID-19) pandemic and the resultant Disaster Emergencies responses are affecting our local economy across a number of industries and business sectors with impacts on Denver's businesses, jobs, and tax revenues. Small City of Denver Businesses are being destabilized by the COVID-19 impacts. The grant assistance will help slow the economic impacts of the Disaster Emergencies and is intended to stabilize affected small businesses that experience significant revenue decline as the result of COVID-19 related impacts that may include reduced hours of operations, business closures, employee layoffs, inability to serve customers, employee absenteeism , interrupted supply/delivery chain and other related impacts.

TIMELINE

Task	Projected Start/End Dates	Benchmark/Deliverables
COVID-19	March 2020 through 3 rd Quarter 2020 March 2020 through 3 rd Quarter 2020	Prepare payments to businesses referred by DEDO staff and issue to awarded businesses within five business days. Provide consulting and technical assistance services to DEDO

REPORTING

Under COVID-19 grant program, MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentations.

TRANSFER, RETURN OF FUNDS

DEDO will transfer funds to an MHUW account, in amounts to be determined by DEDO, for MHUW to hold and distribute to grant recipients as described above and otherwise in accordance with this Agreement.

In the event any funds remain in the MHUW account upon the expiration or earlier termination of this Agreement, MHUW shall (i) promptly distribute any funds already designated for grant recipients to such recipients and (ii) promptly return to DEDO any funds remaining in the MHUW account after such distributions.

EXHIBIT A-3
General Fund Scope of Work Mile High United Way

Project #3 - \$1,500,000.
Small Business Emergency Relief Program

This Scope of Work, Project #3, provides for the partial administration of the **Small Business Emergency Relief Program** as outlined below:

OBJECTIVES/SERVICES

1. In response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Program, DEDO will provide assistance in the form of grants up to a maximum of \$7,500 per recipient to eligible Denver businesses experiencing economic impacts resulting from COVID-19. Funds will be drawn from the Small Business Emergency Relief Program Grant Funds set forth in Exhibit B Budget. It is anticipated this program will be for four months: March 2020, April 2020, May 2020, and June 2020. Any extension of the program shall be by mutual agreement.

2. Consulting and Technical Assistance Services: MHUW will consult with and provide technical assistance to DEDO staff reviewing the program applications and conducting the financial review and analysis of standard accounting documentation used to determine the revenue decline and financial impacts of grant applicants resulting from COVID-19.

3. Administrative Support/Fiscal Agent: DEDO will score and rank the applications and prepare a list including the name of the business, owner contact details and their relevant payment information, and their W9. This documentation will be forwarded to MHUW to process payment and deliver (either electronically or by mail) to the business. MHUW will prepare a letter (with content provided by DEDO) on their letterhead to accompany the grant disbursement to the business. The letter shall be subject to DEDO's review and approval prior to delivery to grant recipients. MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

OUTCOMES & ASPIRATIONAL GOALS

The novel coronavirus (COVID-19) pandemic continues to affect our local economy across a number of industries and business sectors. The resultant disaster emergency response is meant to assist Denver's small businesses, jobs, and tax revenues. Small businesses in Denver have been and continue to realize extensive destabilization caused by the COVID-19 Pandemic. Project 2 grant assistance helped to slow the economic impacts of the disaster emergencies. However, additional assistance through Project 3 is intended to create further stabilization of the affected small businesses. The economic stress that has been caused by COVID-19 has created at a minimum the following significant issues for small businesses in Denver; business closures, reduced hours of operations, revenue decline, employee layoffs, inability to serve customers, employee absenteeism, crime and an interrupted supply/delivery chain as well as other issues experienced as a result of the Pandemic.

TIMELINE

Task	Projected Start/End Dates	Benchmark/Deliverables
COVID-19	March 2020 through 3rd Quarter 2020 March 2020 through 3 rd Quarter 2020	Prepare payments to businesses referred by DEDO staff and issue to awarded businesses within five business days. Provide consulting and technical assistance services to DEDO

REPORTING

Under COVID-19 grant program, MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentations.

TRANSFER, RETURN OF FUNDS

DEDO will transfer funds to an MHUW account, in amounts to be determined by DEDO, for MHUW to hold and distribute to grant recipients as described above and otherwise in accordance with this Agreement.

In the event any funds remain in the MHUW account upon the expiration or earlier termination of this Agreement, MHUW shall (i) promptly distribute any funds already designated for grant recipients to such recipients and (ii) promptly return to DEDO any funds remaining in the MHUW account after such distributions.

**EXHIBIT A-3
SCOPE OF SERVICES**

**PROJECT NAME: Project #4 - \$2,000,000. CDBG HUD Fund
ACTIVITY NAME: Small Business Emergency Relief Program for COVID19 Impacts
2020 CDBG Services Subaward**

**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
DIVISION of BUSINESS DEVELOPMENT**

Federal Award ID (FAIN) #: TBA
Federal Award Date: Anticipated May 2020
Federal Awarding Agency: U.S. Housing and Urban Development (HUD)
Pass-Through Entity: City and County of Denver
Awarding Official: Dept. of Housing and Urban Development (HUD)
Community Planning and Development
Region VIII
1670 Broadway Street
Denver CO 80202-4801

I. INTRODUCTION

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

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a Community Development Block Grant (CDBG) **Subaward** for \$2,000,000. through the Denver Office of Economic and Development and Opportunity's (DEDO) Division of Business Development. These funds will be provided to Mile High United Way (MHUW) to be utilized for Small Business Economic Relief & Support Services due to the negative economic impacts of COVID19 on Denver area small businesses. The award is not for Research and Development (R&D).

Funding Source:	Amount:	CFDA # and Name:
<input checked="" type="checkbox"/> CDBG	\$ \$2,000,000.	14.218 and CDBG Entitlements
<input type="checkbox"/> HOME	\$	CFDA # and Name:
<input type="checkbox"/> HOPWA	\$	CFDA # and Name:

CDBG HUD Matrix Code: 18A - Direct Financial Assistance to For-Profit Business

HUD Eligible Activity: 24 CFR §570.203(b) Special Economic Development Activities; the provision of assistance to a private for-profit business, including but not limited to grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out as economic development project, excluding those described as ineligible in §570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

Accomplishment Code: 08 Businesses

Proposed Number: 150 - 250 Businesses

CDBG HUD National Objective:

- 24 CFR §570.208(c) Activities designed to meet community development needs having a particular urgency. In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

Sub-awardee Organization: Mile High United Way
EIN#: 84-0404235
DUNS#: 064071343
SAM.gov Expiration Date: 11/20/2020
Address: 711 Park Avenue West, Denver CO 80205
Contact Person: Jo-Ann Scharmann
Phone: (303)-561-2210
Email: jo-ann.scharmann@unitedwaydenver.org

Organization Type:

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

CDBG Contractor Relationship:

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

Council District(s): Citywide **Neighborhood(s):** Citywide **Census Block(s):** n/a
 (only required for Low Mod Area)

Project/activity located in a Target Area: Yes No
 If yes, indicate type: Local Target Area Strategy Area (NRSA) CDFI Other

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

Purpose of this activity is 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

II. ACTIVITY DESCRIPTION

Description of Activity and Program Requirements and Responsibilities (2 CFR 200.331(a)(2))

MHUW is a 501(c)3 non-profit community outreach center based in Denver, Colorado which opened in 2014 and whose work includes facilitating grants and donor-directed funding payments. MHUW houses the organization’s staff and programs including the 2-1-1 Help Center that responds to more than 78,000 requests for help each year from individuals and businesses. MHUW will prepare a letter (with content provided by DEDO) on their letterhead to accompany the grant disbursement to the qualified business. The letter shall be subject to DEDO’s review and approval prior to delivery to grant recipients. MHUW will provide a weekly list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

- 1. Description of Activity:** The purpose of this contract agreement is to provide a Community Development Block Grant (CDBG) Subaward for up to \$2,000,000. as set forth in Ex B-Budget through the Denver Office of Economic and Development and Opportunity’s (DEDO) Division of Business Development in response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Program. DEDO will provide to Mile High United Way, for disbursement to eligible Denver businesses, grant funds up to a maximum of \$7,500 under the Small Business Emergency Relief program for the purpose of increased mitigation of negative economic impacts of small businesses due to the COVID19 Pandemic.
- 2. Funds will be used for:** MHUW to prepare and deliver micro grants (either electronically or by mail) to the qualifying small businesses. Funding also covers administrative support to MHUW for the management, 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 businesses referred by DEDO staff and issue to awarded businesses within five business days.	March 2020 through 3rd Quarter 2020
Provide consulting and technical assistance services to DEDO	March 2020 through 3rd Quarter 2020

4. Objective & Outcome and Indicators

Objective (select one)

- Enhance Suitable Living Environment
- Create Decent Housing
- Promote Economic Activity

Outcomes (select one)

- Availability/Accessibility
- Affordability
- Sustainability

Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
HUD Indicators:
Money Leveraged \$2,000,000. Number of proposed outcomes: 150 - 250 Businesses Income Levels of people/family: N/A Race and Ethnicity: N/A
Specific Indicators: Specific to this particular scope of work
Provide urgent response to COVID19 Pandemic to deliver economic relief for qualifying Small Businesses in Denver.

Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):
<p>Basic reporting structure in place.</p> <p>1. MHUW is consulting with and providing technical assistance to DEDO staff reviewing program applications, and conducting financial review and analysis of standard accounting documentation used to determine applicants’ revenue decline and financial impacts.</p> <p>2. Under the COVID-19 grant program, MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.</p>

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 Small Business 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, MHUW 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, a final report will be submitted indicating “final report” and no further reports are required.

Contractor will email the aforementioned report to the Program Specialist, and copy the Contract Administrator and IDIS Coordinator:

Outcome Performance Measurement Report

Frequency:

Monthly by the 15th day Quarterly: 15 days after the end of the quarter Other: above

Business Support Office Outcome Performance Measurement Report

Frequency:

Monthly by the 15th day Quarterly: 15 days after the end of the quarter Other: As directed by DEDO Business Development indicated above.

Program Income Report

Frequency:

Monthly by the 15th day Quarterly: 15days after the end of the quarter

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FINANCIAL ADMINISTRATION:

1.1

Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Denver Economic Development Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses and accruals to DEDO on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.
- 1.1.3 The Contractor shall submit the final voucher for reimbursement no later than **forty-five (45) days after the end of the contract period.**
- 1.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to DEDO in order to be paid.
 - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
 - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
- 1.2.2 No more than six (6) vouchers may be submitted per contract per month, without prior approval from DEDO.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within forty-five (45) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

- 1.2.5 Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
- a. Amount of the request in total and by line item;
 - b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to DEDO prior to the draw request.
- 1.2.8 The standardized DEDO “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

- 1.3.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

1.4 Fringe Benefits

- 1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

1.5 General Reimbursement Requirements

- 1.5.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.5.3 Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- 1.5.4 Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.
- 1.5.5 Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received

by DEDO within forty-five (45) days after the end of the service period stated in the contract.

2.1 Program Income

- 2.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

3.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.

- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 Applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 3.1.7 The Contractor shall maintain separate accountability for DEDO funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 If the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 A copy of the final audit report must be submitted to the DEDO Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to DEDO along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to DEDO within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to DEDO

funding, the Contactor shall prepare and submit a Corrective Action Plan to DEDO in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.

All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **DEDO Financial Management Unit**; DEDOFMUAcctsPayable@denvergov.org

- 4.1.4 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.5 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

5.1 Budget Modification Requests

- 5.1.1 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to DEDO with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by DEDO. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- 5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

6.1 Procurement

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- 6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

7.1 Bonding

- 7.1.1 DEDO may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for five (5) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

9.1 Contract Close-Out

- 9.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by DEDO in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 9.1.3 DEDO will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, DEDO reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may; 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor or, 3) other action permitted by law.

PART II
SUPPLEMENTARY GENERAL CONDITIONS (CDBG)

ARTICLE I
FEDERAL REQUIREMENTS

The following conditions take precedence over any conflicting conditions in the Agreement.

Sec. 100. Definitions. As used in this Agreement:

A. “City” means City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means a person or entity that has entered into an Agreement with the City under which the person or entity will receive federal funds under the Community Development Block Grant Program. “Subcontractor” means any person or entity that enters into an agreement or contract with a Contractor.

C. “DEDO” means the City’s Denver Economic Development and Opportunity or a person authorized to act on its behalf.

D. “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

E. “Construction contract or agreement” means a contract for construction, rehabilitation, alteration and/or repair, including painting and decorating.

Sec. 101. Housing and Community Development Act of 1974. This Agreement is subject to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), pertaining to Community Development Block Grants, and HUD regulations at 24 C.F.R. 570 et seq., and 24 C.F.R. 85 et seq.

Sec. 102. Uniform Administrative Requirements. This Agreement is subject to the requirements of 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”), and applicable sections of 24 C.F.R. Parts 84 and 85 as they relate to the acceptance and use of Federal funds.

Sec. 103. Nondiscrimination Under Title VI of the Civil Rights Act of 1964.

A. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations at 24 C.F.R. Part 1, prohibiting discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

B. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Contractor and the United States are beneficiaries of and entitled to enforce such covenant. The Contractor agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Sec. 104. Nondiscrimination in Housing Under Title VIII of the Civil Rights Act of 1968. This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and implementing regulations, prohibiting housing discrimination on the basis of race, color, religion, sex, disability/handicap, familial status, or national origin. The Contractor agrees to carry out the services under this Agreement in a manner so as to affirmatively further fair housing.

Sec. 105. Nondiscrimination Under Age Discrimination Act of 1975. This Agreement is subject to the requirements of the Age Discrimination Act of 1975 (P.L. 94-135) and implementing regulations of the U.S. Department of Health and Human Services. Except as provided in the Act, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funds under this Agreement. The Contractor will include the provisions of the above clause in every subcontract which is paid for in whole or in part with assistance provided under this Agreement.

Sec. 106. Compliance with Section 109 of the Housing and Community Development Act of 1974. This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, as amended, and implementing regulations (24 C.F.R. Part 6 and Section 570.602), providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin, religion or sex under any program or activity funded in whole or in part under Title I of the Act.

Sec. 107. Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063. This Agreement is subject to Executive Order 11063, issued November 20, 1962, as amended by Executive Order 12259, issued December 31, 1980, and implementing regulations at 24 C.F.R. Part 107, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

Sec. 108. Nondiscrimination on the Basis of Handicap Under Rehabilitation Act of 1973. This Agreement is subject to Section 504 of the Rehabilitation Act of 1973 (P.L. 93- 112), as amended, and regulations at 24 C.F.R. Part 8, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including

employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Sec. 109. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities.

A. The work to be performed under this contract is subject to the requirements of section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 C.F.R. Part 135.

F. Noncompliance with HUD’s regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Sec. 110. Relocation Assistance and Property Acquisition Requirements. This Agreement is subject to the relocation and acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implementing regulations at 24 C.F.R. Part 42; and 24 C.F.R. 570.606. The Contractor must comply with the City's Anti Displacement and Relocation Assistance Plan on file.

Sec. 111. Conflict of Interest.

A. Conflicts Prohibited.

1) Except for the use of CDBG funds to pay salaries or other related administrative or personnel costs, no employees, agents, consultants, officers, or elected or appointed officials of the City or of a sub-recipient, if applicable, who exercise or have exercised any functions or responsibilities in connection with activities funded under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain any personal or financial interest or benefit from the proceeds of this Agreement for themselves, their families or business associates during their tenure and for one year thereafter. Such prohibited interests include the acquisition and disposition of real property; all subcontracts or agreements for goods or services; and any grants, loans or other forms of assistance provided to individuals, businesses and other private entities out of proceeds of this Agreement.

2) The Contractor's officers, employees or agents shall not solicit or accept gratuities, favors or anything of monetary value from subcontractors, or potential subcontractors.

3) No employee, officer or agent of the Contractor shall perform or provide part-time services for compensation, monetary or otherwise, to a consultant or other subcontractor that has been retained by the Contractor under this Agreement.

4) In the event of a real or apparent conflict of interest, the person involved shall submit to the Contractor and the City a full disclosure statement setting forth the details of the conflict of interest in accordance with 24 C.F.R. 570.611(d), relating to exceptions by HUD. In cases of extreme and unacceptable conflicts of interest, as determined by the City and/or HUD, the City reserves the right to terminate the Agreement for cause, as provided in Article V below. Failure to file a disclosure statement shall constitute grounds for termination of this Agreement for cause by the City.

B. Interest of Certain Federal Officials. No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Sec. 112. Political Activity Prohibited. None of the funds provided under this Agreement shall be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

Sec. 113. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress.

Sec. 113(a). Prohibition on Use of Federal Funds for Lobbying; Requirements for Disclosure Statements, and CERTIFICATION, Section 319, P.L. 101-121. Any contractor, subcontractor and/or grantee receiving federal appropriated funds certifies by signing this Agreement, in two parts Part I, and Part II and signing and/or entering into any other agreement in connection with this Agreement, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sec. 114. Copyrights. If this Agreement results in a book or other copyright material, the author is free to copyright the work but HUD and the City reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Sec. 115. Patents. Any discovery or invention arising out of or developed in the course of work under this Agreement shall be promptly and fully reported to HUD for determination as to whether patent protection on such invention or discovery should be sought,

and how the rights under any patent shall be allocated and administered in order to protect the public interest.

Sec. 116. Theft or embezzlement from DEDO funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions. Under 24 C.F.R. 24, the Contractor and/or any member of its staff may be debarred, suspended, and/or criminally liable if s/he:

- A. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the contract;
- B. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
- C. Willfully obstructs or impedes an investigation or inquiry under HUD;
- D. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by DEDO funds to any person as consideration, or reward for any political action by or for the support or opposition to any candidate of any political party;
- E. Directly or indirectly knowingly causes or attempts to cause any person to make a contribution of a thing of value (including services) for the benefit of any candidate or any political party, by means of the denial or threat of denial of any employment or benefit funded under the Act.

ARTICLE II DISBURSEMENTS AND ACCOUNTING

Sec. 201. Eligible and Ineligible Costs. Costs under this Agreement are governed by the OMB Omni Circular as applicable. All costs incurred by the Contractor using monies under this Agreement must be reasonable and relate clearly to the specific purposes and end product of the Agreement. To be eligible for reimbursement, expenditures must: (1) Be necessary and reasonable for proper and efficient performance of the contractual requirements and in accordance with the approved budget; (2) Be no more liberal than policies, procedures and practices applied uniformly to activities of the City, both Federally assisted and non-Federally assisted; (3) Not be allocable to or included as a cost of any other Federally financed program; (4) Be net of all applicable credits, such as purchase discounts, rebates or allowances, sales of publications or materials, or other income or refunds; and (5) Be fully documented.

The following costs or expenditures by the Contractor are specifically ineligible for reimbursement: bad debts, contingency reserves, contributions and donations, entertainment and fines and penalties.

Sec. 202. Documentation of Costs. All costs must be supported by properly

executed payrolls, time records, invoices, contracts or vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

Sec. 203. Charges Against Project Account.

A. Payments under the Agreement shall be made on an actual basis for services that are performed and fully documented as having been performed. The City shall not reimburse or pay any expenditures, costs or payments that are inconsistent with the last approved budget. The budget for this Agreement may be revised upon written request of the Contractor, and written approval from DEDO.

B. At any time prior to final payment, the City may have the invoices and statements of costs audited. Each payment shall be subject to reduction for amounts which are found by the City not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

C. In the absence of error or manifest mistake, all payments when approved shall be evidence of the services performed, except that all payments made by the City to the Contractor are subject to correction in accordance with the audit findings of the City or HUD. The Contractor shall promptly repay the City the amounts determined to be due on the basis of such audit.

D. Prior to final payment, the Contractor shall first furnish the City evidence in affidavit form that all claims, liens, or other obligations incurred by it and all of its subcontractors or agents in connection with the performance of their services have been properly paid and settled.

E. Contract funds remaining unspent by the Contractor at the termination of the Agreement for any cause shall be returned to the City within the time specified by the City. Interest shall accrue in the favor of the City at the rate of eight percent (8%) per annum on such funds thereafter.

Sec. 204. Method of Payment and Disbursements. The Contractor must submit properly executed invoices and requests for payment to DEDO. The City agrees to establish a payment procedure that will provide funds in a timely and regular manner, and which will include, among other things, the requirement for a ten percent (10%) retainage by the City where funds are disbursed for construction. The Contractor agrees to disburse funds within seventy-two (72) hours of receiving payment from the City.

Sec. 205. Travel Expenses. Reimbursement for travel and related subsistence, local mileage and parking, is limited to those costs and amounts for which the City reimburses City employees for official travel. First class air-fare is not allowable. Any travel outside of the Denver metropolitan area must be specifically authorized in advance by the City.

Sec. 206. Designation of Depository. The Contractor shall designate a commercial bank which is a member of the Federal Deposit Insurance Corporation for deposit of funds under this Agreement. Any balance deposited in excess of FDIC insurance coverage must be collaterally secured. The Contractor is encouraged to use minority or female-owned banks.

Sec. 207. Refunds. The Contractor agrees to refund to the City any payment or portions of payments which HUD and/or the City determine were not properly due to the Contractor.

ARTICLE III

CONSTRUCTION CONTRACTS AND LABOR STANDARDS

Sec. 301. Lead-Based Paint Hazards. The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead- Based Paint Regulations, 24 C.F.R. Part 570.608. The Contractor is responsible for the inspections and certifications required.

Sec. 302. Davis-Bacon Act. Except for the rehabilitation of residential property that contains not less than eight (8) units, the Contractor and all subcontractors hired under contracts for more than \$2,000.00 for the construction or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. The current Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the “Federal Labor Standards Provisions”, Form HUD-4010, by one of the following methods contained in the Labor Relations Letter No. LR 2006-03 at <http://www.hud.gov/offices/olr/library.cfm>.

Sec. 303. Contract Work Hours and Safety Standards Act. All federally assisted construction contracts of more than \$2,000.00 must comply with Department of Labor regulations (29 C.F.R. Part 5), and all federally assisted construction contracts of more than \$100,000.00 must comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 327 et seq.).

Sec. 304. Anti-Kickback Act. If this Agreement involves construction or repair, then it is subject to the Copeland “Anti-Kickback” Act of 1934 (40 U.S.C. 276c) and Department of Labor regulations (29 C.F.R. Part 3), prohibiting and prescribing penalties for “kickbacks” of wages. Wages must be paid in accordance with the requirements of 29 C.F.R. Part 3 and 29 C.F.R. 5.5.

Sec. 305. Equal Employment Opportunity Under Executive Order No. 11246, as Amended. If this Agreement involves a federally assisted construction project in excess of \$10,000.00 then it is subject to Executive Order No. 11246, as amended by Executive Orders 11375 and 12086, HUD regulations at 24 C.F.R. Part 130, and the Department of Labor Regulations at 41 C.F.R. Chapter 60.

The Contractor agrees that it will be bound by the equal opportunity clause set forth below and other provisions of 41 C.F.R. Chapter 60, with respect to its own employment practices when it participates in federally assisted construction work, provided that if the Contractor so participating is a State or local government, the equal opportunity clause set forth below is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The Contractor agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the following equal opportunity clause:

“During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all employment is without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers’ representatives of the Contractor’s commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions or paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subcontract or purchase orders shall include such terms and conditions as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government, which does not participate in work on or under the Agreement.

The Contractor agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in and the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the

equal opportunity clause as may be imposed upon contractors and subcontracts by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with the requirements hereof, the City may take any or all of the following actions: Cancel, terminate or suspend, in whole or in part this grant, contract, agreement or loan; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.”

ARTICLE IV **ENVIRONMENTAL AND HISTORIC CONDITIONS**

Sec. 401. Environmental Clearance. Pursuant to 24 CFR 58.22, no funds under this Agreement may be obligated or spent for acquisition, demolition or construction, or disposition, refinancing and other real property-affecting activities, such as granting easements and covenants, until Contractor has received written environmental clearance from DEDO. Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project.

Sec. 402. Compliance with Clean Air and Water Acts. Contractor and all subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act, (33 USC 1368), the Federal Water Pollution Control Act, (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency (“EPA”) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities.

Sec. 403. Additional Environmental and Historic Conditions. This Agreement is also subject to the following statutes, executive orders and regulations, when the Contractor is so instructed by the City or the United States of America.

A. National Environmental Policy Act of 1969 (42 USC 4321 et seq.), HUD regulations (24 C.F.R. Part 58) and the Council on Environmental Quality regulations (40 C.F.R. Parts 1500-1508) providing for establishment of national policy and procedures for environmental quality;

B. National Historic Preservation Act of 1966 (16 USC 470 et seq.), requiring consideration of the effect of a project on any site or structure that is included in or eligible for inclusion in the National Register of Historic Places;

C. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance;

D. Reservoir Salvage Act of 1960 (16 USC 469 et seq.) as amended by the Archaeological and Historical Data Preservation Act of 1974, (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities;

E. Flood Disaster Protection Act of 1973, (42 USC 4001 et seq.), relating to mandatory purchase of flood insurance in areas having special flood hazards;

F. Executive Order 11988, Flood Plain Management, May 24, 1977 (42 FR 26951 et seq.) prohibiting certain activities in flood plains unless there is no practical alternative, in which case the action must be designed to minimize potential damage;

G. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), requiring review of all actions affecting a wetland;

H. Safe Drinking Water Act of 1974, (42 USC 201, 300f et seq.), prohibiting federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area;

I. Endangered Species Act of 1973, (16 USC 1531 et seq.), requiring that actions funded by the federal government do not jeopardize endangered and threatened species;

J. Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.), prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on the National Wild and Scenic Rivers System;

K. Clean Air Act, (42 USC 7401 et seq.), prohibiting federal assistance for any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards;

L. Farmland Protection Policy Act of 1981 (7 USC 4201 et seq.) relating to the effects of federally assisted programs on the conversion of farmland to non-agricultural uses;

M. HUD Environmental Criteria and Standards, (24 C.F.R. Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

ARTICLE V **TERMINATION**

Sec. 501. Termination Due to Loss of Funding. This Agreement is funded with monies provided by the U.S. Department of Housing and Urban Development. If such funds or any part thereof are not appropriated by City Council or paid into the City Treasury, the City may

immediately terminate this Agreement.

Sec. 502. Termination for Cause.

A. The City may terminate this Agreement whenever the Contractor materially fails to perform any of its obligations under this Agreement in a timely and proper manner, or is otherwise in default, and shall fail to cure such default within a period of ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the default.

B. If the City has sustained damages due to the Contractor's breach of this Agreement, the City may withhold payment as a set off until the amount of damages due to the City is determined.

Sec. 503. Termination for Convenience. Solely as it relates to Project #4, the City may terminate this Agreement at any time the City desires. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

Sec. 504. Payment After Termination. The Contractor shall be reimbursed only for that portion of work satisfactorily completed at the effective date of the termination.

Sec. 505. Reversion of Assets. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds must be immediately returned to the City. Any real property under the Contractor's control that was acquired or improved with more than \$25,000 in CDBG funds must either: (1) be used to meet one of the national objectives of the Housing and Community Development Act of 1974, listed in 24 C.F.R. 570.901 for five years after termination or expiration of this Agreement; or (2) disposed of so that the City is reimbursed for the fair market value of the property, minus any portion of the value attributable to expenditures of non-CDBG funds.

**ARTICLE VI
MISCELLANEOUS**

Sec. 601. Personnel. The Contractor represents that it has or will secure all personnel required in performing its services under this Agreement. All services required of the Contractor will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under State and local laws to perform such services.

Sec. 602. Subject to Local Laws. This Agreement shall be construed and enforced in accordance with Colorado law, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

Sec. 603. Contractual Relationship. The Contractor shall not be considered for any purpose whatsoever to be an agent or an employee of the City. It is understood and agreed that the status of the Contractor shall be that of an independent contractor.

Sec. 604. When Rights and Remedies Not Waived. Payment by the City shall not be construed to be a waiver of any breach which may then exist on the part of the Contractor, and no assent, expressed or implied, to any breach shall be deemed a waiver of any other breach.

Sec. 605. Sales and Use Taxes. The Contractor or any subcontractor is not exempt from payment of the City Sales Tax or Use Tax. In accordance with applicable State and local law, the Contractor will pay, and/or require subcontractors to pay, all sales and use taxes on tangible personal property, including that built into a project or structure, acquired under this Agreement.

Sec. 606. Patented Devices, Materials, and Processes. If the Contractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall defend, indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses, and damages which the City may be obliged to pay by reason of any infringement.

Sec. 607. Titles and Subheadings. The titles and subheadings used in this Agreement are for the convenience of reference only and shall not be taken as having any bearing on the interpretation of this Agreement.

Sec. 608. Notices. All notices shall be given by certified mail. Notices to the City shall be addressed to the Director of the Denver Economic Development and Opportunity. Either of the parties may designate in writing substitute addresses or persons to receive notices.



Program Budget and Cost Allocation Plan Summary

Contractor Name: MILE HIGH UNITED WAY Program Year: 2019
 Project : SBERF - AMENDMENT 3
 Contract Dates: 1/1/2019 to 12/31/2020 Return to OED Project Specialist: Joanne Greek

Budget Category	Agency Total (All Funding Sources)	Project Costs OED Funding 1 General Fund		Project Costs OED Funding 2 CDBG		Total Project Costs requested from OED		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount
Personnel: Name and Job Title	\$0.00	-	#DIV/0!	-	#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!	-	#DIV/0!
Fringes			#DIV/0!		#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!	-	#DIV/0!
Non-Personnel:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
<i>SBERF Grants</i>	\$5,125,000.00	3,225,000	62.93%	1,900,000	37.07%	5,125,000	100.00%		0.00%		0.00%		0.00%	5,125,000	100.00%
<i>BIO Fund Grants</i>	\$195,000.00	195,000	100.00%		0.00%	195,000	100.00%		0.00%		0.00%		0.00%	195,000	100.00%
<i>Administrative fee</i>	\$385,000.00	285,000	74.03%	100,000	25.97%	385,000	100.00%		0.00%		0.00%		0.00%	385,000	100.00%
<i>Subcontractor (Legal consultation)</i>			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Subcontractor (Other)</i>			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
<i>Indirect</i>			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Personnel	5,705,000	3,705,000	64.94%	2,000,000	35.06%	5,705,000	100.00%	-	0.00%	-	0.00%	-	0.00%	5,705,000	100.00%
Total Project Cost	5,705,000	3,705,000	64.94%	2,000,000	35.06%	5,705,000	100.00%	-	0.00%	-	0.00%	-	0.00%	5,705,000	100.00%
Program Income (through funded activities)			#DIV/0!		#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!	-	#DIV/0!
<i>Non-Personnel Costs:</i>			#DIV/0!		#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!	-	#DIV/0!
Total Non-Project Cost	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Grand Total	5,705,000	3,705,000	65%	2,000,000	35.06%	5,705,000	100.00%	-	0.00%	-	0.00%	-	0.00%	5,705,000	100.00%

**Budget Narrative
MILE HIGH UNITED WAY
SMALL BUSINESS EMERGENCY RELIEF FUND (SBERF)**

A. Personnel:

TOTAL PERSONNEL COST:

B. Fringe Benefits:

TOTAL FRINGE BENEFITS:

C. Office Expenses: List items by type (office supplies, postage, copying paper, and other expendable items such as books, handheld tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
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TOTAL SUPPLIES COSTS:

D. Communication: List items by type (cell phones, landlines, internet, etc.) and show the basis for computation.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
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TOTAL COMMUNICATION COSTS:

E. Insurance: Itemize insurance expenses of project and include justification.

TOTAL INSURANCE COSTS:

F. Travel Staff:

TOTAL TRAVEL COSTS:

H. Equipment Rental:

TOTAL EQUIPMENT COSTS:

I. Facilities:

K. Meetings/Events:

L. Professional Services:

Mile High United Way will administer the Small Business Emergency Relief Program for Denver Economic Development & Opportunity. Mile High United Way will collect 5% of total direct costs which will not exceed \$100,000.

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

M. Subcontractors:

TOTAL SUBCONTRACTOR COSTS:

N. Construction Costs:

TOTAL CONSTRUCTION COSTS: \$0

O. Other Direct Expenses:

Net Small Business Emergency Relief Program grants to businesses affected by negative economic impacts of COVID-19 in Denver (less 5% admin fee) totally \$1,900,000.

TOTAL OTHER DIRECT COSTS: \$1,900,000

P. Indirect Costs:

TOTAL INDIRECT COSTS: \$ 0

Q. Match Amount -

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



Ex C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2019

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 Select LLC 1705 17th Street Suite 100 Denver CO 80202	CONTACT NAME: Katie Sunwold PHONE (A/C, No, Ext): 303-615-7723 E-MAIL ADDRESS: katie.sunwold@imacorp.com		FAX (A/C, No): 303-534-0600
	INSURER(S) AFFORDING COVERAGE		
INSURED Mile High United Way Inc 711 Park Avenue West Denver CO 80205	MILEHIG-03	INSURER A : Philadelphia Indemnity Insurance Co. INSURER B : Pinnacol Assurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 18058 41190

COVERAGES

CERTIFICATE NUMBER: 716714674

REVISION NUMBER:

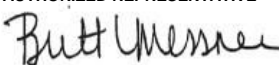
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2042615	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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	Y	Y	PHPK2042615	9/30/2019	9/30/2020	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 \$ 10,000	Y	Y	PHUB695168	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4097077	7/1/2019	7/1/2020	<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
A	Cyber Liability			PHSD1484107	9/30/2019	9/30/2020	Per Claim & Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured on the General Liability policy if required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver Office of Economic Development 101 W Colfax Ave, Ste 850, Denver CO 80202 USA	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  ACORD CORPORATION. All rights reserved.
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