

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NEWSHD COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Colorado Nonprofit Corporation whose address is 1001 Santa Fe Drive, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

**A.** The Parties entered into Agreement dated October 16, 2020, and a First Amendatory Agreement dated February 18, 2021 (collectively, the “Agreement”) that provides COVID-19 relief related support to small businesses in the Denver Metro area.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount and amend the scope of work.

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

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Section 4.4 entitled “**Maximum Contract Amount**” is amended to read as follows:

**“4.4.1**

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (737,500.00) (the “Maximum Contract Amount”)**. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A, or as directed by Chief in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended to read as follows:

**“20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**b.** The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**c.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

4. Paragraph 23 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT:**”, is amended to read as follows:

**23. “NO DISCRIMINATION IN EMPLOYMENT:”**

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

6. 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202160922-02  
NEWSED COMMUNITY DEVELOPMENT CORP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

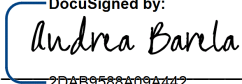
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202160922-02  
NEWSED COMMUNITY DEVELOPMENT CORP

By:  \_\_\_\_\_  
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Name: Andrea Barela  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

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

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

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

Exhibit A-2

NEWSED Community Development Corporation Inc

Scope of Work

Term: 9/15/2020 – 12/31/2021

Current Request Amount: \$330,000

Previous Total Amount: \$407,500

New Amount if Executed: \$737,500

The purpose of this Scope of Work is to describe the use of a subaward of \$330,000 through the Office of Financial Empowerment and Protection (OFEP) to NEWSED Community Development Corporation (CDC) for COVID-19 relief related support to small businesses in the Denver Metro area. These funds will be allocated to NEWSED CDC for the purposes of identifying Minority & Women Business Enterprises (MWBE) who need financial support in the form of a grant due to the loss of business brought on by COVID-19 and its related affects. The funds may also be used to support small businesses in their efforts to attain Minority Women Business Enterprise (MWBE) status with the City of Denver. The following is a description of the succession of services NEWSED CDC intends to provide to clients to qualify them for a grant.

- NEWSED will produce marketing materials and content advertising the grant opportunity to various media outlets and through social media. The application will be made available on our website for immediate access by the client.
- Initial contact with client by phone or email will be made after an application is submitted. This will be handled by a NEWSED CDC agent.
- When the client has been identified as an appropriate candidate, the NEWSED CDC agent reviews the application and assists them with its completion and gathering of all necessary financial documentation.
  - Based on the specific need of the client NEWSED CDC's agent will identify the appropriate amount to ask for in their application. Clients can receive up to \$35,000 in grant support.
- Once a successful application has been assembled and NEWSED CDC's agent is satisfied with its recommendation the application goes on to NEWSED CDC's loan committee for final approval. The loan committee will review the summarized request from NEWSED CDC's agent. The loan committee will recommend for approval or deny with written rational for denial and explanation for what could be changed for a successful application.
- When a client is cleared for approval NEWSED CDC will notify the client submit their grant award directly.

Exhibit A-2

- NEWSED CDC will be responsible for tracking client progress and outcomes to the City of Denver and the Office of Financial Empowerment and Protection and will submit monthly reports on the last Thursday of the month and a final report by January 15, 2022.
- NEWSED will submit monthly invoices to the Office of Financial Empowerment and Protection to reimburse the grant payments and NEWSED's administrative fee.

**BUDGET (Cost Reimbursement)**

Office of Financial Empowerment and  
Protection  
201 W Colfax Ave., Dept 1102  
Denver, CO 80202

<b>Program Budget Plan</b>			
<b>Contractor Name:</b>		NEWSED Community Development Corporation	
<b>Contract Term:</b>		2021	
<b>Program/Project Name:</b>		Small Business Grant Program	
<b>Budget Category</b>	<b>AMOUNT</b>	<b>%</b>	<b>BUDGET NARRATIVE JUSTIFICATION</b>
<b>Personnel: Job Title</b>			
Business Program Director	\$ 25,000	6.26%	for support of salary of NEWSED Business Program Director
Admin Support Staff 1	\$ 4,000	1.00%	for support of NEWSED Admin Support Staff
Admin Support Staff 2	\$ 4,000	1.00%	for support of NEWSED Admin Support Staff
Total Salaries	\$ 33,000	8.26%	
Fringe Benefits	\$ -	0.00%	
<b>Total Personnel</b>	<b>\$ 33,000</b>	<b>8.26%</b>	
<b>Non-Personnel Costs</b>			
Client Grant Support	\$ 260,700	82.64%	Business Grants - 10% fee for admin staff as outlined above
		0.00%	
<b>Total Non-Personnel Costs</b>	<b>\$ 260,700</b>	<b>82.64%</b>	
<b>Total Personnel and Non-Personnel Costs</b>	<b>\$ 293,700</b>	<b>90.91%</b>	Total amount of funding provided by OFEP
<b>Indirect Costs</b>	<b>\$ 36,300</b>	<b>9.09%</b>	Indirect cost is being provided In-kind by NEWSED
<b>Total Program/Project Costs</b>	<b>\$ 330,000</b>	<b>100.00%</b>	