

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **COLORADO RESTAURANT ASSOCIATION EDUCATION FUND**, a Colorado nonprofit corporation doing business as **COLORADO RESTAURANT FOUNDATION**, whose address is 430 E. 7th Avenue, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated February 24, 2021 (the “Agreement”), to administer a relief program disbursing grants to Denver residents employed in restaurants and hotels to mitigate negative COVID-19 impacts, and provide related services and produce all the deliverables as set forth in the Agreement.

**B.** The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount, amend the Scope of Services and Budget, and as otherwise set forth herein.

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

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A-1...” as applicable. Exhibit A Scope of Services attached to the Agreement is hereby replaced in its entirety with the Scope of Services marked as **Exhibit A-1** attached to this Amendatory Agreement, which is hereby incorporated by reference.

2. All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B-1...” as applicable. Exhibit B attached to the Agreement is hereby replaced in its entirety with the budget marked as **Exhibit B-1** attached to this Amendatory Agreement, which is hereby incorporated by reference.

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

“**4. TERM:** The Agreement will commence on January 1, 2021, and will expire on April 30, 2022 (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 will extend until the work is completed or earlier terminated by the Executive Director.”

4. In Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT:**” Subsection d., entitled “**Maximum Contract Amount:**”, Sub-subsection (1) is amended to read as follows:

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$960,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under the Agreement.”

5. In Section 19 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**”, is amended to read as follows:

**“19. 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.”

6. Section 22 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT:**”, is amended to read as follows:

“4. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this 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.”

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

8. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** OEDEV-202161206-01  
**Contractor Name:** COLORADO RESTAURANT ASSOCIATION  
EDUCATION FUND

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:**

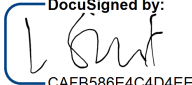
OEDEV-202161206-01  
COLORADO RESTAURANT ASSOCIATION  
EDUCATION FUND

By:  \_\_\_\_\_  
D0F883F05144456...

Name: Sonia Riggs  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By:  \_\_\_\_\_  
CAEB586E4C4D4EE...

Name: Laura Shunk  
(please print)

Title: President  
(please print)

**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY****SCOPE OF SERVICES- Amendment 2021****PROJECT NAME:** Colorado Restaurant Association Education Fund dba Colorado Restaurant Foundation**ACTIVITY NAME:** Support for Denver restaurant and hotel workers for relief from COVID 19 impacts**SOURCE OF FUNDS:** SRF General Funds**INTRODUCTION****Period of Performance Start and End Dates:** January 1, 2021 – December 31, 2021**AMENDED Period of Performance Start and End Dates:** January 1, 2021 – April 30, 2022**Amount:** \$860,000

Restaurant and Hotel worker support	\$811,320.75
Administrative fee 6%	\$48,679.25

**AMENDED Amount:** \$960,000

Restaurant and Hotel worker support	\$905,660.38
Administrative fee 6%	\$54,339.62

**Awardee Organization:** Colorado Restaurant Association Education Fund dba Colorado Restaurant Foundation**EIN#:** 74-2488379**Address:** 430 E 7<sup>th</sup> Ave.**Contact Person:** Sonia Riggs**Phone:** 303-830-2972 X113**Email:** sriggs@corerestaurant.org**Organization Type:**

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

**ACTIVITY DESCRIPTION*****Description of Activity and Program Requirements and Responsibilities***

The Colorado Restaurant Foundation (CRF), established in 1987, is a 501(c)3 non-profit

organization governed by a board of directors made up of restaurants, industry experts, K-12 and post-secondary hospitality educators. CRF functions as the philanthropic foundation of the Colorado Restaurant Association. The CRF has executed an Angel Relief Fund and has distributed over \$2,000,000 in relief support to restaurant workers in 2020.

**Description of Activity:** The purpose of this contract agreement is to provide a not to exceed award for up to \$960,000 as set forth in Exhibit B-Budget through the DEDO in response to the COVID-19 outbreak.

### **ACTIVITY 1: ANGEL RELIEF**

Contractor will administer program under Angel Relief Fund to disburse CRF relief grants up to a maximum of \$1,000 per individual to Denver residents who have worked in a restaurant or hotel since January 2020 and for the purpose of mitigation of negative economic impacts due to the COVID 19 pandemic. At DEDO's discretion, the program may be modified, including the maximum grant award amount allowed per recipient.

Eligibility Requirements:

- a. Use of the Funds shall be restricted to residents of Denver.
- b. Recipients must have been previously employed in a restaurant or hotel for at least ninety days and lost or reduced such employment due to the COVID-19 pandemic.
- c. No recipient shall receive more than a total of \$1,000 in CRF Angel relief grant funds during the 2021 calendar year.
- d. Applicants shall, as part of the screening process, be asked to disclose the intended use of the grant funds and priority shall be given to requests for basic pressing needs including housing, utilities, food, health care, transportation, and childcare.
- e. Assistance shall be provided regardless of the immigration status of the applicant.

Contractor will develop, administer and deliver relief support to qualifying restaurant and hotel workers who can demonstrate they reside in Denver. Funding also covers administrative support to CRF for the management, consultation and technical support of this program.

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

### **ACTIVITY 2: BACK TO WORK BONUS**

**Description of Activity:** Contractor will administer program under the Restaurant and Hotel Retention, Rehire and Hiring Program to disburse CRF grants to restaurants, hotels, or other similar organizations up to a maximum of \$10,000.00 per business. The



purpose is to attract and retain workers to support the industry as it seeks to recover from the negative impacts due to the COVID 19 pandemic. At DEDO's discretion, the program may be modified, including the maximum grant award amount allowed per business. If required by law, Contractor will prepare and send IRS Form 1099s to grant recipients.

**Eligibility Requirements:**

- a. Use of funds shall be restricted to businesses with a physical location in Denver.
- b. Recipients must be open and operating and had an established location in Denver prior to December 31, 2020.
- c. No recipient shall receive more than a total of \$10,000 in funds from this grant program per location during the 2021 calendar year.
- d. Assistance shall be provided regardless of the immigration status of the applicant.

Contractor will develop, administer, and deliver the program to qualifying restaurant and hotel businesses who can demonstrate they operate in Denver. Funding also covers administrative support for the management, consultation, and technical support of this program.

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

**Implementation Plan and Timeline:**

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

<b>Task</b>	<b>Projected Beginning &amp; End Dates</b>
Develop program parameters in consultation with DEDO and launch application.	January 2021 through April 2022
Issue payments to restaurant and hotel workers within ten business days from application approval.  Issue payments to qualifying restaurant and hotel businesses within ninety business days from application approval and prior to April 30, 2022.	January 2021 through April 2022

## **REPORTING**

Contractor shall provide a report in a format acceptable to the City describing the amount of Funds distributed on a monthly basis and over the life of the program until all Funds provided under the contract are expended.

### **ACTIVITY 1 REPORTING: ANGEL RELIEF**

Such reports shall include the number of grants made to Denver residents, a breakdown by City Council District, amount of payments, payment dates, and place of last employment on a monthly basis.

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 shall not gather or collect personal identifiable information from any applicant or recipient except as necessary to implement the program described herein. CRF shall securely dispose of any such information it gathers as soon as practicable once it is no longer required for program purposes and shall not provide such information to the City or any other party pursuant to the contract.

### **ACTIVITY 2 REPORTING: BACK TO WORK BONUS**

Reports shall include:

- Business name, address, and amount of award.
- Employment level at end of 2019 (pre-pandemic), employment at time of application and number of new positions added.
- Gross revenues of each recipient business in 2019 and 2020.
- Ownership (optional for applicant to complete): women, minority, veteran
- Business location by Council district and neighborhood

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 reports to the Chief Business Development Officer at DEDO and the DEDO Contract Administrator.

### Fee and Payment Schedule

The maximum budget for this contract is \$960,000 to fund the Denver Hotel and Restaurant Relief Fund inclusive of (i) grants disbursed to grant recipients and (ii) fees to Contractor as further described herein and as set forth in the Fee Schedule below.

An initial transfer of \$250,000 is expected to be made at the onset of the project, which shall be disbursed as grants to eligible individuals as identified by Contractor. DEDO may change the amount of this initial payment in its sole discretion.

After a minimum of \$200,000 has been granted to eligible individuals as identified by CRF and disbursed by CRF, with the appropriate supporting documentation provided by CRF as set forth in the applicable Scope of Work, CRF may then periodically request additional grant funds, as mutually agreed upon based on the program needs, to be disbursed as grants to eligible individuals. A minimum of 50% of any grant funds received through subsequent grant fund transfers shall be disbursed by CRF, with the appropriate supporting documentation provided by CRF as set forth in the applicable Scope of Work, prior to requesting additional grant fund transfers.

CRF may invoice against the administrative support fee periodically. The support fee may not be used as part of the advanced funds and must be invoiced as a separate line item equal to up to 6% of the grant amounts disbursed under the agreement. The total administrative fee not to exceed \$54,339.62

In the event any funds remain in the Contractor's account upon the expiration or earlier termination of this Agreement, the Contractor shall (i) promptly distribute any funds already designated for grant recipients to such recipients and invoice for the remaining administrative fees and (ii) promptly return to DEDO any funds remaining in the Contractor's account after such distributions, including all interest earned on such funds while in the Contractor's account.

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

Restaurant and Hotel worker support	\$ 905,660.38
Administrative fee 6%	\$ 54,339.62
Total Contract Liability	\$ 960,000.00

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



# Program Budget and Cost Allocation Plan Summary

Contractor Name: COLORADO RESTAURANT ASSOCIATION EDUCATION FUND dba COLORADO RESTAURANT FOUNDATION Program Year: 2022  
 Project : Denver Hotel and Restaurant Relief Support  
 Contract Dates: 1/1/2021 to 4/30/2022

Budget Category	Agency Total (All Funding Sources)	Project Costs DEDO Original Funding 202157393-00	Modification Amount Funding 1 Amend #	Total Modified Project Costs DEDO Funding 1 202161206-01		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	
				Amount	%		Amount	%	Amount	%	Amount	%	Amount	%
<b>Personnel: Name and Job Title</b>	Total	Amount	Amount	Amount	%	Subtotal	Amount	%	Amount	%	Amount	%	Amount	%
<i>Job Title</i>		-		-		-							-	#DIV/0!
<i>Job Title</i>				-		-							-	#DIV/0!
<b>Total Salary:</b>	-	-	-	-		-	-		-		-		-	#DIV/0!
<b>Fringes</b>				-		-							-	#DIV/0!
<b>Personnel Total:</b>	-	-	-	-		-	-		-		-		-	#DIV/0!
<b>Non-Personnel:</b>	Total	Amount	Amount	Amount	%	Subtotal	Amount		Amount		Amount	%	Amount	%
<i>Other Direct Expense - Grants to eligible recipients</i>	\$905,660.38	811,320.75	94,339.62	905,660.38	100.00%	905,660.38						0.00%	905,660	100.00%
<i>Other Direct Expense - Administrative Costs (6% per grant)</i>	\$54,339.62	48,679.25	5,660.38	54,339.62	100.00%	54,339.62						0.00%	54,340	100.00%
<i>Indirect Costs</i>				-		-							-	#DIV/0!
<b>Total Non-Personnel</b>	<b>960,000</b>	<b>860,000</b>	<b>100,000</b>	<b>960,000.00</b>	100.00%	<b>960,000.00</b>	-		-		-	0.00%	<b>960,000</b>	100.00%
<b>Total Project Cost</b>	<b>960,000</b>	<b>860,000</b>	<b>100,000</b>	<b>960,000.00</b>	100.00%	<b>960,000.00</b>	-		-		-	0.00%	<b>960,000</b>	100.00%
<b>Program Income (through funded activities)</b>				-		-						#DIV/0!	-	#DIV/0!
<b>Non-Project:</b>	Total	Amount	Amount	Amount	%	Subtotal	Amount		Amount		Amount	%		
<i>Personnel Costs:</i>				-		-							-	#DIV/0!
<i>Non-Personnel Costs:</i>				-		-							-	#DIV/0!
<i>Other (Specify):</i>				-		-							-	#DIV/0!
<b>Total Non-Project Cost</b>	-	-	-	-		-	-		-		-		-	#DIV/0!
<b>Grand Total</b>	<b>960,000</b>	<b>860,000</b>	<b>100,000</b>	<b>960,000</b>	100%	<b>960,000</b>	-	0.00%	-	0.00%	-	0.00%	<b>960,000</b>	100.00%

**Exhibit B-1**  
**Budget Narrative**  
**Colorado Restaurant Association Education Fund**  
**dba Colorado Restaurant Foundation**

**A. Direct Services:**

The program will allow for the disbursement of grant funds, up to a maximum of \$1,000 for eligible individuals for the purposes of increased mitigation of negative economic impacts due to the COVID19 Pandemic.

Grants will include \$811,320.75 to be utilized for grants to Denver residents who have worked in a Hotel or Restaurant for a total of no more than \$811,320.75.

**AMENDED A. Direct Services:**

**Activity 1: Angel Relief**

The program will allow, under Angel Relief Program, for the disbursement of grant funds, up to a maximum of \$1,000 for eligible individuals for the purposes of increased mitigation of negative economic impacts due to the COVID19 Pandemic.

**AMENDED Activity 2: Back to Work**

The program will allow, under the Restaurant and Hotel Retention, Rehire and Hiring Program (Back to Work Bonus Program), for the disbursement of grant funds, up to a maximum of \$10,000 per eligible restaurant, hotels, or other organization, for the purposes of increased mitigation of negative economic impacts due to the COVID19 Pandemic.

Adding \$811,320.75 + \$94,339.62 = \$905,660.38

Grants will include up to \$905,660.38 in total funds to be utilized for grants under Activities 1 and 2.

**TOTAL Direct Expenses: \$811,320.75**

**AMENDED TOTAL Direct Expenses: 905,660.38**

**B. Other Direct Expense:**

Contractor will administer the Angel Relief Program and the Back to Work Bonus Program for Denver Economic Development & Opportunity. Contractor will collect 6% per grant disbursed, not to exceed \$48,679.25

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

**AMENDED B. Other Direct Expense:**

Contractor will administer the Angel Relief Program and the Back to Work Bonus Program for Denver Economic Development & Opportunity. Contractor will collect 6% per grant disbursed, not to exceed \$54,339.62

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

**Adding \$48,679.25 + \$5,660.38 = \$54,339.62**

**TOTAL Other Direct Expense: \$48,679.25**

**AMENDED TOTAL Other Direct Expense: \$54,339.62**

**Total Amount Requested from DEDO: \$860,000.00**

**AMENDED Total Amount Requested from DEDO: \$960,000.00**