

FIRST AMENDATORY AGREEMENT

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

RECITALS:

A. The Parties entered into an Agreement dated June 10, 2020 (the “Agreement”), for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

B. The Parties wish to amend the Agreement to increase the Maximum Contract Amount and revise the Scope of Services and Budget.

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

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

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

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

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **EIGHT MILLION NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$8,900,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A-1. Any services performed beyond those in Exhibit A-1 are performed at the Contractor’s risk and without authorization under this Agreement.”

4. Section 7 of the Agreement, entitled “**EXAMINATION OF RECORDS:**”, is amended to read as follows:

“7. **EXAMINATION OF RECORDS:** The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

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

6. 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.

**[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202055906-01 [202054859-01]
Contractor Name: 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-202055906-01 [202054859-01]
MILE HIGH UNITED WAY, INC.

By: SEE NEXT PAGE

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

OEDEV-202055906-01 [202054859-01]
MILE HIGH UNITED WAY, INC.

By: 

Name: Michael Burke
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A-1
SCOPE OF SERVICES**

PROJECT NAME: Mile High United Way CRF from the CARES Act
ACTIVITY NAME: Coronavirus Relief Fund (CRF) for Small Business Emergency Relief Fund (SBERF)
and
Priority Neighborhood Small Business Fund (PNSBF) for Relief from COVID19 Impacts

DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

Federal Award ID (FAIN) #: TBA
Federal Award Date: April 15, 2020
Federal Awarding Agency: Department of the Treasury, CARES Act
Pass-Through Entity: City and County of Denver
Awarding Official: CARES Act

I. INTRODUCTION

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

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for \$8,900,000. through Denver Economic 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:**
\$8,900,000.

| | |
|---|-------------|
| Small Business Emergency Relief Fund | \$6,900,000 |
| Priority Neighborhood Small Business Fund | \$2,000,000 |

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: Michael Burke, CFO
Phone: (303)-561-2346
Email: Michael.Burke@unitedwaydenver.org

Organization Type:

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

Contractor Relationship:

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

The Federal Funding Accountability and Transparency Act (FFATA)

1. 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.

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.

3. Provide the names and amounts of the five most highly compensated officers or executives:
-

Program income (of any type, e.g., fees) will be generated by this activity.

☐ Yes ☒ No

Contract will be funding architectural, engineering or other project soft cost.

☐ Yes ☒ No

If yes, final project be completed within 24 months.

☐ Yes ☐ No

II. ACTIVITY DESCRIPTION

Description of Activity and Program Requirements and Responsibilities

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 disburse grants to qualified businesses as determined by DEDO. 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 not to exceed award for up to \$8,900,000. as set forth in Ex B-Budget through the DEDO in response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Fund and Priority Neighborhood Small Business Fund programs. 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 Fund and Priority Neighborhood Small Business Fund programs for the purpose of increased mitigation of negative economic impacts on small businesses due to the COVID19 Pandemic. At DEDO's discretion, the program criteria may be modified, including the maximum grant award amount allowed per recipient.

2. Funds will be used for: MHUW to prepare and deliver micro grants (either electronically or by mail) to qualifying small businesses. Allotment of Funds will include \$6,900,000 to be utilized for small businesses through the previously established Small Business Emergency Relief Fund (SBERF) and \$2,000,000 will be focused on additional support for Priority Neighborhood Small Businesses in designated neighborhoods Globeville, Elyria and Swansea, Northeast Park Hill, East Colfax, Montbello, Sun Valley, Valverde, Villa Park, West Colfax and Westwood business communities and other priority neighborhoods as identified and designated by DEDO. Funding also covers administrative support to MHUW for the management, consultation and technical support of this program.

At DEDO's discretion, 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.

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. | June 2020 through December 2020 |
| Provide consulting and technical assistance services to DEDO | June 2020 through December 2020 |

4. Objective & Outcome and Indicators

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 Business Development and NEST staff

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK



Ex B-1 - Program Budget and Cost Allocation Plan Summary

Contractor Name: Mile High United Way

Program Year: 2020

Project : CRF Small Business Emergency Relief Fund and
CRF Priority Neighborhood Small Business Fund

Contract Dates: 6/1/2020 to 12/31/2020

DEDO Project Specialist: Joanne Greek / Carla Castedo-Ribero

| Budget Category | Agency Total (All Funding Sources) | Project Costs DEDO Funding 1 Corona Virus Relief Fund | | Modification Amount Funding Corona Virus Relief Fund | | Total Project Costs requested from OED | | Modification Amount 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 | % | Subtotal | % | Amount | % | Amount | % | Amount | % | Amount |
| Personnel: Name and Job Title | | | | | | | | | | | | | | | | | |
| Job Title | | | | | | | | | | | | | | | | | |
| Job Title | | | | | | | | | | | | | | | | | |
| Total Salary: | | | | | | | | | | | | | | | | | |
| Fringes | | | | | | | | | | | | | | | | | |
| Personnel Total: | | | | | | | | | | | | | | | | | |
| Non-Personnel: | Total | Amount | % | Amount | % | Subtotal | % | Subtotal | % | Amount | % | Amount | % | Amount | % | Amount | % |
| Small Business Emergency Relief Fund (SBERF) | 11,696,429.00 | 3,238,095 | 27.68% | 3,333,333 | 28.50% | 3,238,095 | 100.00% | 6,571,429 | 56.18% | 5,125,000 | 43.82% | | 0.00% | | | 11,696,429 | 100.00% |
| Priority Neighborhoods Small Business Fund (PNSBF) | 1,904,762.00 | 952,381 | 50.00% | 952,381 | 50.00% | 952,381 | 100.00% | 1,904,762 | 100.00% | - | 0.00% | | 0.00% | | | 1,904,762 | 100.00% |
| Other Direct Expense Administrative Costs (SBERF) | 703,571.00 | 161,905 | 23.01% | 166,667 | 23.69% | 161,905 | 100.00% | 328,571 | 46.70% | 375,000 | 53.30% | | 0.00% | | | 703,571 | 100.00% |
| Other Direct Expense Administrative Costs (PNSBF) | 95,238.00 | 47,619 | 50.00% | 47,619 | 50.00% | 47,619 | 100.00% | 95,238 | 100.00% | - | 0.00% | | 0.00% | | | 95,238 | 100.00% |
| BIO Fund Grants | 195,000.00 | - | 0.00% | - | 0.00% | - | #DIV/0! | - | 0.00% | 195,000 | 100.00% | | 0.00% | | | 195,000 | 100.00% |
| BIO Fund Grants - Administrative | 10,000.00 | - | 0.00% | - | 0.00% | - | #DIV/0! | - | 0.00% | 10,000 | 100.00% | | 0.00% | | | 10,000 | 100.00% |
| Subcontractor (BID Consultant) | | | | | | | | | | | | | | | | | |
| Subcontractor (Legal consultation) | | | | | | | | | | | | | | | | | |
| Subcontractor (Other) | | | | | | | | | | | | | | | | | |
| Indirect Costs | | | | | | | | | | | | | | | | | |
| Total Non-Personnel | 14,605,000 | 4,400,000 | 30.13% | 4,500,000 | 30.81% | 4,400,000 | 100.00% | 8,900,000 | 60.94% | 5,705,000 | 39.06% | - | 0.00% | - | | 14,605,000 | 100.00% |
| Total Project Cost | 14,605,000 | 4,400,000 | 30.13% | 4,500,000 | 30.81% | 4,400,000 | 100.00% | 8,900,000 | 60.94% | 5,705,000 | 39.06% | - | 0.00% | - | | 14,605,000 | 100.00% |
| Program Income (through funded activities) | | | | | | | | | | | | | | | | | |
| Non-Project: | Total | Amount | % | Amount | % | Subtotal | % | Subtotal | % | Amount | % | Amount | % | Amount | % | | |
| Personnel Costs: | | | | | | | | | | | | | | | | | |
| Non-Personnel Costs: | | | | | | | | | | | | | | | | | |
| Other (Specify): | | | | | | | | | | | | | | | | | |
| Total Non-Project Cost | - | - | | | | | | | | | | | | | | | |
| Grand Total | 14,605,000 | 4,400,000 | 30% | 4,500,000 | 30.81% | 4,400,000 | 100.00% | 8,900,000 | 60.94% | 5,705,000 | 39.06% | - | 0.00% | - | | 14,605,000 | 100.00% |

At DEDO's discretion, 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.

Ex B-1 - Budget Narrative
Mile High United Way
Small Business Emergency Relief Fund (SBERF) Coronavirus Relief Fund (CRF) &
Priority Neighborhood Small Business Fund (PNSBF) Coronavirus Relief Fund (CRF)

A. Direct Services:

Mile High United Way will administer the CRF Grant funding to the Small Business Emergency Relief Fund (SBERF) and the Priority Neighborhood Small Business Fund (PNSBF) for Denver Economic Development & Opportunity. Mile High United Way will collect 5% of total direct costs which will not exceed \$423,809.

The program will allow for the disbursement of grant funds, up to a maximum of \$7,500 for eligible small businesses for the purposes of increased mitigation of negative economic impacts of small businesses due to the COVID19 Pandemic. At DEDO's discretion, criteria may be modified, including the maximum grant award amount allowed per recipient.

Grants will include \$6,571,429 to be utilized for small businesses through the previously established Small Business Emergency Relief Fund (SBERF) and \$1,904,762 will be focused on additional support for Priority Neighborhood Small Business Fund (PNSBF) in designated neighborhoods Globeville, Elyria and Swansea (GES), Northeast Park Hill, East Colfax, Montbello, Sun Valley, Valverde, Villa Park, West Colfax and Westwood and other priority neighborhoods as identified and designated by DEDO for a total of no more than \$8,476,191.

TOTAL Direct Expenses: \$8,476,191

B. Other Direct Expense:

Administrative Fee (5% of total direct costs on gross grant awards of \$8,476,191): \$423,809

MHUW will collect 5% of total direct costs which will not exceed \$423,809:

| | |
|---|-----------|
| Small Business Emergency Relief Fund (SBERF) | \$328,571 |
| Priority Neighborhood Small Business Fund (PNSBF) | \$95,238 |

This will be distributed as described in the Fee and Payment Schedule included in this Exhibit B-1. **TOTAL Professional Services: \$423,809**

TOTAL Amount Requested from DEDO: \$8,900,000

At DEDO's discretion, 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.

Ex B-1 - Budget Narrative
Mile High United Way
Small Business Emergency Relief Fund (SBERF) Coronavirus Relief Fund (CRF) &
Priority Neighborhood Small Business Fund (PNSBF) Coronavirus Relief Fund (CRF)

C. Fee and Payment Schedule

1. The maximum budget for this contract is \$8,900,000 to fund the Small Business Emergency Relief Fund (SBERF) and the Priority Neighborhood Small Business Fund (PNSBF), inclusive of (i) grants disbursed to grant recipients and (ii) fees to MHUW as further described herein and as set forth in the Fee Schedule below.
2. An initial transfer of \$900,000 is expected to be made at the onset of the project, which shall be disbursed as grants to eligible businesses as identified by DEDO under the SBERF or PNSBF. DEDO may change the amount of this initial payment in its sole discretion.
3. After a minimum of \$750,000 has been granted to eligible businesses as identified by DEDO under the SBERF or PNSBF and disbursed by MHUW, with the appropriate supporting documentation provided by MHUW as set forth in the applicable Scope of Work, MHUW may then periodically request additional grant funds, as mutually agreed upon based on the program needs, to be disbursed as grants to eligible businesses under the SBERF or PNSBF. A minimum of 50% of any grant funds received through subsequent grant fund transfers shall be disbursed by MHUW, with the appropriate supporting documentation provided by MHUW as set forth in the applicable Scope of Work, prior to requesting additional grant fund transfers.
4. MHUW may invoice against the administrative support fee periodically. Effective the execution date of the first amendment, MHUW may invoice periodically up to 5% of the grant amounts disbursed under the Small Business Emergency Relief Fund (SBERF) and the Priority Neighborhood Small Business Fund (PNSBF) as the administrative support fee, with the total administrative fee not to exceed \$423,809.
5. The parties may mutually agree to adjust the payment schedule in the event actual work performed warrants an adjustment, but in no event shall total funds received by MHUW exceed the Maximum Contract Amount or the "Total" set forth in the Fee Schedule table below.

Fee Schedule

| Service | Budget |
|--|--------------------|
| Small Business Emergency Relief Fund (SBERF) and the Priority Neighborhood Small Business Fund (PNSBF) | \$8,476,191 |
| Administrative support fee, SBERF & PNSBF | \$423,809 |
| Total: | \$8,900,000 |