

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **THE DENVER FOUNDATION**, whose address is 1009 Grant Street, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

The Parties entered into Agreement dated **September 1, 2020**, a First Amendatory Agreement dated **March 31, 2021**, a Second Amendatory Agreement dated **June 16, 2021**, a Third Amendatory Agreement dated **March 9, 2022**, and a Fourth Amendatory Agreement dated **November 30, 2022** (collectively, the “Agreement”) to provide legal services. The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibits A through A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from and after the date of execution.

2. Section 4.4 subsection 4.4.1 of the Agreement titled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“4.4 Maximum Contract Amount:

4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,200,000)** (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 Exhibits A through A-4 now referenced as A-4. Any services performed beyond those in Exhibit A-4, 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, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended by deleting and replacing it with the following:

“20. **INTENTIONALLY OMITTED**”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement is not 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.

Exhibit List:

Exhibit A-4: Scope of Work

End.

Signature pages follow this page.

Contract Control Number: ATTNY-202367051-05
Legacy Control Number: HRCRS-202055438
Contractor Name: THE DENVER FOUNDATION

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Legacy Control Number:
Contractor Name:

ATTNY-202367051-05
HRCRS-202055438
THE DENVER FOUNDATION

By:  _____
DocuSigned by:
8FA44E64F2254B5...

Name: Dace West
(please print)

Title: chief impact officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4

The Denver Foundation – Denver Immigrant Legal Services Fund

SCOPE OF SERVICES

Term: 1/1/2020 – 12/31/2023

Current Request Amount: \$250,000

Previous Total Amount: \$1,950,000

New Total Upon Execution: \$2,200,000

The Denver Immigrant Legal Services Fund (the “Fund”) of the Denver Foundation (the “Foundation”) will provide grant funding to 501(c)(3) nonprofit organizations. All grants awarded from the Fund must satisfy the criteria described below.

A. Scope of Legal Services: Subject to the requirements set forth in Section B below, the Scope of Legal Services will include the following two primary areas in order of priority:

1. Direct Legal Representation: Direct legal representation included:

- a. Removal defense for persons in the Aurora detention facility and/or subject to removal proceedings in the Aurora or Denver Immigration Courts, including bond hearings, detained removal, non-detained removal, transfer of venue proceedings for transfer to Denver Immigration Court, collateral proceedings incident to removal defense, and any costs associated with defense; and
- b. Legal screening, consultation, and representation regarding potential forms of affirmative relief, including but not limited to DACA or DREAM Act-related relief, Special Immigrant Juvenile Status (SIJS), asylum, U visas and T visas, Violence Against Women Act (VAWA), naturalization, and individuals eligible or facing the loss of Temporary Protected Status or other discretionary status.

2. Building Capacity for Direct Legal Representation: Resources and strategies to expand: the pool of pro bono immigration attorneys providing

Exhibit A-4

direct legal representation under A.2.a and A.1.b, including but not limited to hiring trained immigration lawyers to serve as trainers, mentors, and pro bono coordinators; the pool of “low-bono” immigration attorneys providing direct representation under A.2.a and A.2.b; and the use of law school clinics and law students providing direct legal representation under A.2.a and A.2.b.

3. Limited Legal Fellowship program - In response to current unmet needs in both removal defense and affirmative representation funding is provided for one qualified, community- focused immigration attorney fellow and one dedicated paralegal for this fellow for 2022, and renewable in 2023 only. Funds can be utilized for existing staff or new recruitment that meet this funding eligibility. Funding for this legal fellowship may include a request for funding to assist in the course of their representation, including legal resources and/or scholarships to help with paying filing and other representation related application

fees. Funding requested to be utilized for legal resources, scholarships for legal fees or other application fees must be proportionate to the cases proposed to be represented. For example, 10 cases = \$500 per case for interpretation, filing fees, etc. Note: Any current DILSF grantee may also apply for funding to assist clients with legal resources and/or scholarships to help for paying filing and other representation related application fees in the course of their currently funded representation.

B. Eligibility Requirements: Populations to be Served: Grants from the Fund to 501(c)(3) nonprofit organizations may be used by those organizations to provide legal support only to individuals who meet all of the below eligibility requirements:

1. **Immigration Status:** Individuals subject to actual or potential immigration removal proceedings; have been arrested or detained by immigration officials; and/or have a final order of removal. “Subject to potential immigration removal proceedings” is broadly interpreted to include immigrants who are not in active removal proceedings but could be removed based on their immigration status (including but not limited to DACA or DREAM Act-related relief, Special Immigrant Juvenile Status (SIJS), asylum, U visas, and T visas, Violence Against Women Act (VAWA), naturalization, and individuals eligible or facing the loss of Temporary Protected Status or other discretionary status).
2. **Residency:** Individuals who are current residents of the City and County of Denver. “Resident” means: an individual living in the State of Colorado not temporarily and is present in the City and County of Denver, as set forth in Section 29-83 of the Denver Revised Municipal Code.
3. **Income Limitation:** Individuals with a maximum household income of 200% of the Federal Poverty Level.
4. **Prioritization of Viable Cases:** All non-profit organizations receiving Fund grants from the Foundation shall:
 - a. Be responsible for screening individual applicants to ensure the applicants meet the eligibility requirements described in this Section B; and
 - b. Only provide services to persons who present with viable claims for affirmative relief or defenses from removal.

Exhibit A-4

C. **Reporting:** The Foundation shall require that each recipient of a grant from the Fund verify that all individuals receiving legal services funded with the proceeds of a Fund grant satisfy the eligibility requirements in Section B above. The Foundation shall include in the annual report data as agreed to with the Advisory Committee, including:

1. Total eligible Denver residents with a breakdown of how many were assisted, how many were not served due to program capacity, how many were released on bond, how many won their cases, how many residents still have cases pending, how many residents lost their case and were deported.
2. How many residents received the following in removal defense legal services: A legal orientation, representation in a bond hearing, master and/or final hearing (quantify each by detained vs non-detained hearings)
3. How many residents received the following in affirmative relief legal services: number of cases and types submitted; number of cases pending; number of cases approved
4. Describe any success in the following areas of impact for your clients such as economic, public safety, health, education, and civic engagement.

D. **Budget:**

2020 Services: \$200,000

2021 Services: \$500,000.00 Removal defense for detained individuals/All other legal services described in Section A above

2022 Services: \$500,000.00 Removal defense for detained individuals/All other legal services described in Section A above

2022 Limited Legal Fellowship Program: \$250,000 for legal fellowship, paralegal, legal resources and filing fees for All other legal services described in Section A. 1. Above

2023 Services: \$500,000.00 Removal defense for detained individuals/All other legal services described in Section A above

Exhibit A-4

2023 Limited Legal Fellowship Program: \$250,000 for legal fellowship, paralegal, legal resources and filing fees for All other legal services described in Section A. 1. Above

\$2,200,000.00 Total

E. Invoicing

- Due to the nature of this work, the Denver Foundation will invoice for the entire amount upfront upon contract execution. Denver Foundation will send invoice to the Director of the Denver Office of Immigrant & Refugee Affairs (DOIRA) for review/approval.
- The Denver Foundation will provide backup documentation to the Director of DOIRA on the following:
 - administrative fee expense categories
 - reporting inclusive of the following information: organizations funded, amounts, and date grants were paid

F. Monitoring

- Quarterly progress/issue check in with the Director of DOIRA
- Annual report submitted to the Director of DOIRA by end of Q1 of the subsequent year, mid-year report by end of Q3 of current funded year, and grantee reporting updates