

## REVIVAL AND EIGHTH AMENDATORY AGREEMENT

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

### RECITALS:

**A.** 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, a Fourth Amendatory Agreement dated November 30, 2022, a Fifth Amendatory Agreement dated April 6, 2023, a Sixth Amendatory Agreement dated December 13, 2023, and a Seventh Amendatory Agreement dated September 19, 2024, (collectively, the “Agreement”) to provide legal services; and

**B.** The Agreement terminated by its terms on December 31, 2025; and

**C.** The Parties now wish to revive and amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 19-Notices, add paragraph 41-Compliance with Denver Wage Laws, and update the scope of work exhibit.

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

1. Section 3 of the Agreement, titled “**TERM**,” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **January 1, 2020**, and will expire, unless sooner terminated, on **December 31, 2026**.”

2. Section 4.4 of the Agreement titled “**Maximum Contract Amount**,” sub-section **4.4.1** 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 **FOUR MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$4,450,000.00)** (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**, or as directed by the City Attorney in writing, are performed at the Contractor's risk and without authorization under the Agreement."

3. Section **19** of the Agreement entitled "**NOTICES:**" is hereby deleted in its entirety and replaced with:

"**19. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and

With a copy of any such notice to:

The Denver Partnership  
55 Madison Street  
Denver, Colorado 80206

if to the City:

City and County of Denver,  
201 West Colfax Avenue, Dept. 1207  
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification."

4. Section **41** of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS:**" is hereby added to the Agreement as follows:

“41. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Effective upon execution, all references to **Exhibits A** through **A-5** in the existing Agreement shall be amended to read **Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6**, as applicable. **Exhibit A-6** is attached and will control from and after the date of execution.

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

7. This Revival and Eighth 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 FOLLOW.]**

**Contract Control Number:** ATTNY-202683838-08/HRCRS-202055438-08  
**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:** ATTNY-202683838-08/HRCRS-202055438-08  
**Contractor Name:** THE DENVER FOUNDATION

By:  \_\_\_\_\_  
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Name: Julie Voyles  
(please print)

Title: Senior Special Funds Officer  
(please print)

ATTEST: [if required]

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

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

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

# VENDOR – THE DENVER FOUNDATION

## SCOPE OF WORK

### OVERVIEW

Vendor Information	
Organization Name:	The Denver Foundation
Contact Person:	Julie Voyles
Physical Address:	1009 Grant Street, Denver, Colorado 80203
Phone:	303.300.1790
Email:	<a href="mailto:jvoyles@denverfoundation.org">jvoyles@denverfoundation.org</a>

**Contract Term:** 1/1/2020 – 12/31/2026

**Current Request Amount:** \$750,000

**Previous Total Amount:** \$3,700,000

**New Total if Executed:** \$4,450,000

**Project/Program/Work Narrative:** (Two to three paragraphs of what agreement is for)  
 The Denver Immigrant Legal Services Fund (the “Fund”) of the Denver Foundation (the “Foundation”) will provide grant funding to 501(c)(3) nonprofit organizations

**Payment/Invoicing Schedule:**

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 Immigrant & Refugee Affairs Division (IRAD) for review/approval.

The Denver Foundation will provide backup documentation to the Director of IRAD on the following:

- administrative fee expense categories
- reporting inclusive of the following information: organizations funded, amounts, and date grants were paid

**Program Description:**

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 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, individuals eligible for or facing the loss of Temporary Protected Status or other discretionary status, and status-related benefits including employment authorization.
    - c) Funding to assist during 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.
  2. **Building Capacity for Direct Legal Representation:** Resources and strategies to expand the pool of pro bono immigration attorneys providing direct legal representation under A.1.a, A.1.b, and A.1.c. 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.1.a, A.1.b, and A.1.c.; and the use of law school clinics and law students providing direct legal representation under A.1.a, A.1.b, and A.1.c.
- 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 the below eligibility requirements:
  1. **Immigration Status:** Individuals subject to actual or potential immigration removal proceedings; have been arrested or detained by immigration officials; have a final order of removal; and/or are seeking status-related benefits such as work authorization “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. "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. 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.

**Budget/Budget Narrative:**

Year	Amount
2020	\$200,000
2021	\$500,000
2022	\$750,000
2023	\$500,000 \$250,000
2024	\$750,000
2025	\$750,000
2026	\$625,000 – HRCP \$125,000 – Mayor’s Office
TOTAL	\$4,450,000

**Reporting:**

The Foundation shall include in the annual report data as agreed to with the Advisory Committee, including:

- 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
- how many residents received the following in removal defense legal services:
  - a) A legal orientation
  - b) representation in a bond hearing
  - c) master and/or final hearing (quantify each by detained vs non-detained hearings)
- how many residents received the following in affirmative relief legal services:
  - a) number of cases and types submitted
  - b) number of cases pending
  - c) number of cases approved
- Describe any success in the following areas of impact for your clients such as economic, public safety, health, education, and civic engagement.

### **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

### **Contract Requirements – Agency for Human Rights & Community Partnerships**

- Organization staff may be required to meet with Denver Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by Denver Human Rights & Community Partnerships.