

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FIND SOLUTIONS, LLC**, a Colorado limited liability company, with its principal place of business located at 6981 Iris Court, Arvada, Colorado 80004 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS:

WHEREAS, the Parties entered into an Agreement dated August 20, 2021, an Amendatory Agreement dated December 13, 2023, and a Second Amendatory Agreement dated February 21, 2025 (the “Agreement”) to perform and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, to the City’s satisfaction.

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase funding, 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. Section 3 of the Agreement entitled **TERM** is hereby deleted in its entirety and replaced with:

“3. **TERM**: The Agreement will commence on July 16, 2021, and will expire, unless sooner terminated, on December 31, 2025 (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, subsection 4.4. entitled “**Maximum Contract Amount**”, paragraph 4.4.1. is hereby amended to read as follows:

“4. **4.4. Maximum Contract Amount:**

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$789,125.00)** (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 **Exhibits A, A-1, A-2 and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2 and**

A-3, or as directed by Chief in writing, are performed at the Contractor's risk and without authorization under the Agreement."

3. Effective upon execution all references to "**Exhibits A, A-1 and A-2**" in the existing Agreement shall be amended to read "**Exhibits A, A-1, A-2 and A-3**" as applicable. The Scope of Work, marked as **Exhibit A-3**, is attached and incorporated herein by this reference.

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

5. This Third 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.

Exhibit List

Exhibit A-3 - Scope of Work

**[SIGNATURE PAGES TO FOLLOW]
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Contract Control Number:
Contractor Name:

HRCRS-202579473-03; HRCRS-202159637-03
FIND SOLUTIONS LLC

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:

Attorney for the City and County of Denver

By: _____

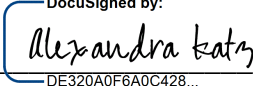
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

HRCRS-202579473-03; HRCRS-202159637-03
FIND SOLUTIONS LLC

By:  DE320A0F6A0C428...

Name: Alexandra Katz
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

FIND SOLUTIONS, LLC – CITYWIDE MEDIATION SERVICES

SCOPE OF WORK

OVERVIEW

| Vendor Information | |
|--------------------|-----------------------------------|
| Organization Name: | Find Solutions, LLC |
| Contact Person: | Alexandra Katz |
| Physical Address: | 6981 Iris Court, Arvada, CO 80004 |
| Phone: | 303.717.4151 |
| Email: | Ali@FindSolutions.org |

Contract Term: 7/16/2021 – 12/31/2025

Current Request Amount: \$88,500

Previous Total Amount: 700,625

New Total if Executed: \$789,125

Project/Program/Work Narrative: (Two to three paragraphs of what agreement is for)

- Responding to requests for mediation by City User Agencies (i.e. Office of Independent Monitor, Denver Police Department, City Council members, Department of Community Planning and Development, Denver Animal Protection, and Career Service Authority) and other City departments, offices, and agencies for conflicts involving members of the Denver community and involving City employees.
- Providing high quality mediation services in a professional manner reflective of best industry practices.

- Managing and facilitating mediation with the goal of reaching an agreement acceptable to all parties involved.
- Facilitating resolutions that provide a framework to prevent future conflicts between and amongst the parties.
- Reaching the best resolution possible.

Payment Schedule:

Invoices should be submitted for payment no later the 15th of every month, for the prior month's billing.

(Note: All previous year's expenses must be billed no later than January 20 of the following year)

Scope of Work

The Scope of Work is set forth below:

A. Meetings:

Upon request by the Executive Director ("Executive Director") of Human Rights and Community Partnerships (HRCPP), the vendor shall attend various meetings, including meetings with persons and entities listed below. Additionally, upon request by the Executive Director, the vendor may be required to facilitate various types of meetings, such as community task force meetings.

- City User Agencies (i.e. departments and offices involved in cases, such as Independent Monitor, Career Service Authority, and City Council Members) to provide status reports of individual cases as well as the overall program.
- Executive Director of Human Rights and Community Partnerships
- Police Community Advisory Board and Citizen Oversight Board
- Community boards, commissions, taskforces and forums

B. Administrative and Intake Responsibilities

The vendor shall evaluate and determine the appropriateness of mediation for cases based on criteria for acceptable referrals as agreed upon by City User Agencies and the mediator. Criteria are to be based on the mediator's ability to efficiently resolve conflict that would negatively impact the City, neighbors, neighborhoods, or businesses within Denver. In collaboration with City User Agencies, develop criteria and determine the appropriateness of mediation for particular cases; as part of administrative intake, the vendor shall:

1. Respond to calls, voice mails and emails within 24 hours.
2. Coach parties who wish to handle conflicts themselves.
3. Provide resources for parties to gather information.
4. Provide all appropriate and necessary resource materials to the mediator assigned to a particular case (e.g. ordinances, and related rules and regulations)

5. Ensure all resource information, contact information, and other relevant information and materials are current and made available for mediators
6. Create and maintain a database (in a format acceptable to the City) for all cases handled throughout each year.

C. Mediator Management

- 1) Provide professionally trained and certified mediators.
- 2) Provide program management and coordination of all assigned cases.
- 3) Provide all necessary personnel and resources to ensure intake is appropriately staffed, inquiries are responded to in a timely manner, and cases are resolved efficiently.
- 4) Meet with the Director, City User Agencies and parties to mediation, and members of the community upon request.

D. Case Management

For all cases, the vendor shall:

1. Respond to all inquiries (including referrals, voice messages, emails, website inquiries, etc.) within a 24-hour time frame to setup and perform the mediation or other services. At a minimum, during the initial contact, the vendor shall:
 - a. Gather information regarding the nature of the conflicts.
 - b. Explain the nature of the mediation service to be provided.
 - c. Obtain a commitment from each involved party to good faith participation in the mediation.
 - d. Obtain preliminary availability to schedule the mediation.
2. Create and maintain a complete and accurate record of all contact information (name, phone number, address, email, organization/agency, title, etc.) for parties to the mediation (which for the City includes the persons from City User Agencies) and all third parties that will participate in the mediation.
3. Identify and obtain missing contact and other relevant information. Determine what, if any, additional City agencies need to be informed of the mediation and notify them in writing.
4. Identify and contact all appropriate individuals, regardless of whether they reside in the City, who might possess information relevant to the conflict and possible additional parties to the mediation.
5. Assign a mediator to the case.
6. Finalize the date, time and location of mediation and provide written notice to the parties and all interested parties sufficiently in advance. The vendor shall confirm with the parties that they have received such notice and will attend the session. *Current and future COVID protocols must be clearly communicated relative to in-person gatherings.*
7. Perform the mediation in a professional and equitable manner.

8. After the mediation has concluded, prepare and provide a detailed report, summary or Memorandum of Understanding (MOU) to the parties for them to sign and upon request to the relevant City User Agency and the Executive Director.
9. Debrief with the mediator(s).

Additionally, for complex cases (i.e. those that involve multiple parties or that affect a larger group, such as the surrounding neighborhood or members of the community), the vendor shall incorporate the following steps in the process:

1. Upon request by the City User Agency, create and distribute flyers for the larger group to inform and invite the community to participate in the mediation.
2. Lead the neighbors in selecting a “mediation team” of representatives from the neighborhood to directly participate in the process.
3. Interview persons who might have information relevant to the conflict or who are affected by it (e.g. church, developer, etc.) to gather facts and information related to the conflict.
4. Prepare all parties and other involved persons for the mediation.
5. If any party has engaged an attorney, ensure they are informed about the mediation.
6. As necessary, schedule multiple mediations with dates, times and locations acceptable to all parties.
7. If applicable, provide copies of signed MOU to all parties, organizations, and upon request to City User Agencies, and , to the Executive Director.

E. Pricing

Find Solutions, LLC proposes to provide all the services outlined in this Scope of Work for the monthly retainer amount of \$14,750.00.

F. Training

Upon request by the Executive Director, provide:

1. Training sessions to City Agency staff and/or neighborhood organizations. These training sessions may include several basic mediation skills and training on how to effectively refer cases.
2. Supplementary training and mentoring to community mediators, to adequately and appropriately train mediators to improve their capabilities of providing quality mediation.

G. Reporting

Provide tracking reports capturing the following criteria:

1. Case completion information to the parties involved, as well as to the referring City Agency or neighborhood organization.

2. Provide monthly reports to the Executive Director of HRCP. The content of these reports shall be as follows:
 - i. Monthly statistics, broken out by City Agency and organization, including the number of referrals, contacts, refusals, agreements to mediate, successful mediations, and unsuccessful mediations.
3. Ensure case files are maintained with all relevant details for reference purposes.
4. Recommendations to relevant City departments regarding processes and policies impacting mediation situations.
5. After each mediation, and upon request provide a written summary to the relevant City Agency and its Executive Director. The summary shall contain at a minimum a detailed description of all parties involved, the issue and the resolution, and shall include any other information requested by the City.
6. Provide a quarterly report to HRCP's Executive Director setting forth the number of cases referred and mediated, indicating whether an agreement was reached and providing other general information (i.e., not case specific) requested by the City. This report should be provided without request.
7. *Upon request provide written reports and updates to user agencies and their Executive Directors and the Executive Director of HRCP on all active mediations.* Updates shall include description of conflict, the parties, potential resolutions, and any additional information requested by the agencies.
8. Provide satisfaction survey summary on a quarterly basis to the Executive Director of HRCP for the purpose of monitoring client satisfaction.

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for 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 the Agency for Human Rights & Community Partnerships.