#### FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **DREAM CENTER DENVER d/b/a DENVER DREAM CENTER**, a Colorado non-profit corporation, located at 8654 Eldridge St Arvada, Colorado, 80003 (the "Contractor"), jointly ("the Parties").

#### **RECITALS:**

- A. The Parties entered into an Agreement dated June 29, 2023, a First Amendatory Agreement dated July 3, 2024, a Revival and Second Amendatory Agreement dated September 30, 2024, and a Third Amendatory Agreement dated January 14, 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.
- **B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the scope of work.

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

- 1. Section 3 of the Agreement entitled "<u>**TERM**</u>" is hereby deleted in its entirety and replaced with:
  - "3. <u>TERM</u>: The Agreement will commence on **July 1, 2023** and will expire on **December 31, 2025** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. 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 of the Agreement will extend until the work is completed or earlier terminated by the Executive Director."
- 2. Section 4 of the Agreement entitled "<u>COMPENSATION AND PAYMENT</u>" Subsection d. (1) entitled "<u>Maximum Contract Amount:</u>" is hereby deleted in its entirety and replaced with:

# "d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED FORTY-**

#### EIGHT THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND NO

**CENTS** (\$548,955.00) (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 Contractor beyond that specifically described in **Exhibit A-3**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

- 3. Section 9 of the Agreement entitled "<u>INSURANCE</u>" subsection g. entitled "<u>Commercial General Liability</u>" is hereby deleted in its entirety and replaced with:
- "g. <u>Commercial General Liability</u>: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct."
- 4. **Exhibit A-2** is hereby deleted in its entirety and replaced with **Exhibit A-3 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-3**.
- 5. As herein amended, the Agreement 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have se Denver, Colorado as of:	t their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	- REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of Denver	REGISTERED AND COUNTERSIGNED.
By:	By:
	By:

SAFTY-202580143-04 / SAFTY-202368351-04

DREAM CENTER DENVER

**Contract Control Number:** 

**Contractor Name:** 

Contract Control Number: Contractor Name: SAFTY-202580143-04 / SAFTY-202368351-04 DREAM CENTER DENVER

By: Stythen Coal
Name: Stephen Crooch (please print)
Title: CFO (please print)
ATTEST: [if required]
By:
Name:(please print)
Title:(please print)



#### **EXHIBIT A-3**

# SCOPE OF WORK AND BUDGET Denver Dream Center

#### I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Department of Public Safety (DOS) and Denver Dream Center (DDC) to provide wraparound services, 24/7 access to Re-Entry Coaches, material assistance, workforce development/job placement, relationship instruction, and housing navigation.

#### II. Services to Be Provided

DDC will connect with individuals through video conference calls or in-person meetings at the following corrections facilities: Denver's Women's, DRDC, Sterling, Dahlia, Impact Center, Independence House, and Pier 1. Persons in custody will work with DDC to create prerelease plans that incorporate jobs, housing, and holistic supports.

DDC Thrive staff will provide parole classes at the Denver parole office that covers transition obstacles, healthy relationships/avoiding codependent behaviors, anger management, alternatives to addictive behavior, stress management, life skills, goals, and barriers.

Parolees are paired with a Coach. Coaches will provide immediate support 24/7.

Re-Entry Coaches, currently incarcerated individuals, will provide prosocial support. DDC provides transportation to an average of 25 people each week from community corrections facilities to/from the Dream Social.

DDC will provide resources such as bus passes, assistance in obtaining public assistance, job leads, on-site job training via our flagging classes, food, clothes, and any other pertinent supports.

DDC Interns, will assist with Street Outreach, to provide basic needs assistance, resource navigation and other supports offered to participants.

# **III.** DDC responsibilities:

- 1. Provide in-reach to participants and create prerelease plans,
- 2. Ensure participants are exiting to or currently reside in Denver.
- 3. Ensure that participants are justice-involved individuals at moderate to high risk for recidivism who on average have 3-4 felony convictions and perform reading and math at a 7th or 8th grade level.
- 4. Ensure that all services funded through this contract are separate and distinct from other City-funded services.
- 5. Provide quarterly reports on client participation as outlined below.



#### IV. Process and Outcome Measures

- **B.** Goal Provide justice-involved Denver-based participants with effective employment reentry services that allow them to reenter and thrive in the workforce.
- **C.** Track success, which is defined as empowering justice-involved Denver-based participants with the skills to build safe, sustainable, and self-sufficient lives, so they can participate fully in society.
- **D.** Enroll up to 150 participants in workforce readiness orientation, have 135 participants join transitional work crew, place 75 participants in jobs, and reach a 55% 180-day retention rate and a 48% 365-day retention rate.
- **E.** Participant data is provided each quarter and will be used for program evaluation purposes. DDC will work with DOS to evaluate program at the end of each calendar.
- **F.** Provide justice-involved Denver-based participants with effective employment reentry services that allow them to reenter and thrive in the workforce.
- **G.** Invoices and reporting spreadsheets shall be completed and submitted on or before the 15th of each of month following the month services were rendered. Contractor shall attach a breakdown of services provided. Invoices shall be submitted to: dos-financialservices@denvergov.org

# V. Performance Management and Reporting

Monitoring will be performed by the Crime Prevention and Control Commission's Program Manager and may be reviewed for:

- Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
- 2. **Contract & Financial Monitoring:** Review and review (a) current program information to determine the extent to which contractors are providing established contractual services (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Program Manager will manage any performance issues and will develop interventions that will resolve concerns.
- Compliance Monitoring: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DOS policies are being met.

# C. Reporting

VI. The following reports shall be developed and delivered to the City no later than 15 days past the end of the quarter date as stated in this section. DDC will submit all data via encrypted email in an excel spreadsheet



Report # and Name	Description	Frequency	Reports to be sent to:
	Report will include: CLIENT IDENTIFIER/Name/Date of Birth  Additional Data to include on report for each participant: 1. Correctional Facility 2. Referral Source or Denver Connection 3. Date of referral 4. Date of entrance 5. Date of discharge 6. Discharge zip code 7. Number of classes attended 8. Connected to reentry coach (Y_N) 9. Inactive - last date served 10. Ending status 11. Number of sessions with Intern 12. Job status 13. Housing status 14. Recidivate (Y_N) 15. Recidivate Date Aggregate number of calls to the hotline during the current quarter	Quarterly	dos- financialservices@denver gov.org
	<ul><li>Billing:</li><li>1. Amount billed for services covered by insurance, if any.</li><li>2. Amount billed to DOS for services</li></ul>		



Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	
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This list of reporting items may be modified as agreed upon by authorized DOS and DDC staff. The Contract number will be included on invoices.

## VII. Budget Requirements

**B.** Contractor shall provide the identified services for the City of Denver under the support of the DOS using best practices and other methods for fostering a sense of collaboration and communication.

# C. Budget

Contractor agrees to provide appropriate services for active participants. Payment will be based on monthly itemized invoice and appropriate documentation.

See Next Page for Budget



## **Denver Dream Center**

#### **Thrive Program**

Budget Period: July 1, 2025 - December 31, 2025

DIRECT COSTS	BUDGET/YEAR	ITEMS
Staffing	·	
Thrive Assistant Director	\$ 22,500.00	Provide support to the Thrive Director. Help with parole classes, parole hotline, parolee/parole officer mediation, etc.
Thrive Director, 100% time on project	\$ 13,050.00	The Thrive Director spend 100% of time on the project. Current salary is \$56,000/year, but due to increase level of work and to provide more competitive wages, he will be bumped to \$65,000/year beginning 1/1/23. \$22,400/year covered by CCP grant and \$16,500 from the SB145 Multidisciplinary Crime Prevention grant. The Thrive Director plans, oversees, and implements the Thrive program, including teaching parole classes, overseeing the hotline, training and providing support to Re-Entry Coaches, and provides assistance to the Thrive Intern Coordinator in providing hands-on training to Thrive Interns.
Data Quality Manager	\$ 12,500.00	ensures all data is tracked and recorded so the DDC can acurately report on the use and impace of funds. 50% of time on project.
Thrive Intern Coordinator	\$ 25,000.00	The Thrive Intern Coordinator spends 100% of time on the project. Trains and oversees Thrive Interns, 100% of whome are under supervision.
Thrive Pre-Release Coordinator	\$ 25,000.00	Works with inmates and DOC to help inmates create a plan to help them successfully reintegrate into society. Participates at parole classes to build trust/continuity with individuals from pre- to post-release.
Subtotal (Staffing)	\$ 98,050.00	
Supplies, Equipment, and Other Items		
Subtotal (Supplies, Equipment, and Other)	\$ -	
TOTAL DIRECT COSTS	\$ 98,050.00	
INDIRECT COSTS		
Indirect Cost Rate	\$ 9,805.00	Indirect Cost 10%
TOAL INDIRECT COSTS	\$ 9,805.00	
TOTAL BUDGET	\$ 107,855.00	