

SECOND AMENDATORY AGREEMENT

THIS SECOND 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, with an address for notice purposes of 1009 Grant Street, Denver, Colorado 80203 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS

A. The Parties entered into an Agreement dated September 1, 2020 (the “Agreement”) and an Amendatory Agreement on March 31, 2021.

B. The parties wish to amend the Agreement to revise the scope of work and increase the maximum amount of compensation to be paid to the Contractor for services provided.

Now, therefore, the Parties agree as follows:

1. All references to “Exhibit A and Exhibit A-1” in the existing Agreement shall be amended to read “Exhibits A, A-1 and A-2” as applicable. The Scope of Work marked as Exhibit A-2 is attached and incorporated by reference.

2. Article 4.4 of the Agreement, entitled “**Maximum Contract Amount**”, is amended by deleting it and restating it to read as follows:

“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 THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (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, A-1, now referenced as A-2**. Any services performed beyond those in **Exhibit A-2**, or as directed by Chief in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Except as amended above, the Agreement is revived, reaffirmed, and ratified in each particular.

4. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.
Signature Pages follow this page.

Contract Control Number: HRCRS-202158637-02; Alf: 202055438-02
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

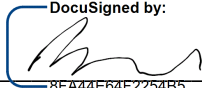
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202158637-02; Alf: 202055438-02
THE DENVER FOUNDATION

By:  _____
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Name: Dace West
(please print)

Title: Chief Impact Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
SCOPE OF SERVICES

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 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.

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.

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

\$700,000.00 Total