

## SEVENTH AMENDATORY AGREEMENT

**THIS SEVENTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PRO TIER LEADERSHIP LLC**, a Colorado limited liability company, whose address is 3000 E. Geddes Place, Centennial, Colorado 80122 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated February 7, 2017, an Amendatory Agreement dated July 3, 2017, a Second Amendatory Agreement dated February 26, 2018, a Third Amendatory Agreement dated November 27, 2018, a Fourth Amendatory Agreement dated January 16, 2020, a Fifth Amendatory Agreement dated December 1, 2020, and a Sixth Amendatory Agreement dated November 12, 2021, to provide leadership development opportunities for multi-level managers and leaders (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2023, all references to Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7, as applicable. Exhibit A-7 is attached and will control from January 1, 2023.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM:** The term of the Agreement (“Term”) shall commence on January 1, 2017, and expire, unless sooner terminated, on December 31, 2023. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.d.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Seventy-Six Thousand Fifty Dollars (\$876,050.00) (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, A-3, A-4, A-5, A-6, and A-7**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7** are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 19 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(i) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(ii) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(iii) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(vi) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

5. Section 22 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“22. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status,

protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

7. This Seventh 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-7**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** SOCSV-202264885-07; 201732824-07  
**Contractor Name:** PRO TIER LEADERSHIP 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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SOCSV-202264885-07; 201732824-07  
PRO TIER LEADERSHIP LLC

DocuSigned by:  
By: Bill Brovsky  
7F2C19DBC8DB450...

Name: Bill Brovsky  
(please print)

Title: President of Pro Tier Leadership  
(please print)

ATTEST: [if required]

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

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

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



Pro Tier Leadership, LLC  
SCOPE OF WORK  
2022-64885-07

**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Pro Tier Leadership, LLC to provide leadership development opportunities for multi-level managers and leaders to include: training, consulting and coaching.

**II. Services**

- A. Provide consultation, training, and coaching aligned with the agency's leadership and development needs.
- B. Provide leadership development that supports DHS Strategic Goals and continues to institute best leadership practices in the current work environment.
- C. Provide a leadership program that supports the enhanced engagement of employees in the agency and supports the development of internal leaders. This will provide a structure for opportunities and accountability for all participants..
- D. Supervisors, informal leaders and other employees, (that supervisors would like to have experience the learning content) will be provided with the opportunity to participate in leadership workshops..
- E. The program will be consistent with the past four years of content built on the foundation of "Values, Leadership, and Teamwork".
- F. For ongoing work around City values, a Values and Principles Teamwork Session will be made available for leaders needing additional leadership support with their individual teams. The sessions are approximately two hours in length.
- G. As needed, 90-day coaching assignments may be provided (approved by Division Director) for Directors, Managers, and Supervisors. Coaching assignments will include Job Observation, Strategic Planning, and Coaching.
- H. Dashboard assessments and consultations will be made available using the Four Dynamics of Leadership Survey Program that includes the survey to team members, the analysis of findings, and a strategic plan to improve leadership skills.
- I. Needs Based Team Work Sessions –  
These sessions will be created based on specific needs that fall outside of the Principle and Values Sessions.  
These sessions can include but are not limited to:
  - How to promote diversity, equity and inclusion in our everyday working environment. This would include partnering with Dr. Mary Whitehead.
  - Skills on how to manage up and use the art of communication to deliver messages.
  - How to use courage and vulnerability to enhance the culture of Psychological Safety.
  - Enhanced skills on how to empower people to think on their own and make decisions aligned with the mission of the organization.
  - Sessions on how to train others to distill down the leadership concepts already promoted over the past few years.
  - Using Meyers Briggs to help understand different personality types and leadership styles.



Pro Tier Leadership, LLC  
 SCOPE OF WORK  
 2022-64885-07

J. Experienced Leader Workshops- Transition

- March: Preparing for the transition /change of City Leadership  
 September: Post review and support for leaders as they navigate through the transition.

Managing change successfully requires leaders to deal effectively with *both* the structural side of leading change *and* the human dynamic of transition. The March session will be to prepare leaders for our Mayoral change in July. The October session will be to check in and discuss the status of the changes and supporting leaders through the process. Pre and post surveys will be administered to track progress and effectiveness to ensure cultural alignment.

**III. Process and Outcome Measures**

**A. Process Measures**

1. The primary measurements of the contract will be assessed through attendance of leadership participants in available sessions.
2. The program will support the agency's recruiting and retention strategy to attract, develop, and retain a high performing, diverse, and well-trained leadership group through hiring/retention based upon chemistry, character, and competency. The agency's existing measures around turnover and exit reporting will provide additional support for the program.

**B. Outcome Measures**

1. Workshops were completed as stated within the contract.
2. Analysis of DHS Engagement Survey with anticipated increased scores in psychological safety. Challenges that are highlighted will be defined and strategies for improvement will be created with DHS's Human Resource Director and DHS leadership.

**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement.

Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.



Pro Tier Leadership, LLC  
SCOPE OF WORK  
**2022-64885-07**

2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

The following report shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
<b>1. Attendance of Participation</b>	Report shall demonstrate the # of leadership attendees for each session.	Monthly	HR Director and contract liason.

**V. DHS funding information:**

- A. **Program Name: Executive Managment**
- B. **Funding Source: 13008/5511090**

**VI. Budget**

Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: DHS\_Contractor\_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services  
Denver Human Services  
1200 Federal Boulevard  
Denver, Colorado 80204





Pro Tier Leadership, LLC  
SCOPE OF WORK  
**2022-64885-07**

CONTRACT NUMBER	2022-64885-07	
PROGRAM	EXECUTIVE MANAGMENT	
FISCAL TERM	1/1/2023-12/31/2023	
CONTRACT TERM	1/1/2017-12/31/2023	
BUDGET CATEGORIES	DESCRIPTION	AMOUNT
<b>New Supervisor / Informal Leaders Workshop</b>	\$2,750.00 per workshop	<b>\$33,000.00</b>
<b>Dashboard Assessments</b>	Each session is \$300.00 (2 hrs @ \$150.00 per hour)	<b>\$12,000.00</b>
<b>One on One Coaching Sessions</b>	\$1,000.00 per session up to 3 per person	<b>\$36,000.00</b>
<b>Needs Based Team Work Sessions</b>	The sessions are approximately two hours in length @ \$150.00 per hour.	<b>\$9,600.00</b>
<b>Experienced Leader Workshops</b>	\$2,750 per workshop	<b>\$5,500.00</b>
<b>Total</b>		<b>\$96,100.00</b>
Training rosters for each workshop and session will be included with monthly invoices		

**Contract Summary of Amounts:**

Contract Version	Fiscal Term	Previous Amount	Additional Amount	New Contract Total
<b>Base</b>	1/1/17-12/31/17	\$0	\$95,000	\$95,000
<b>1<sup>st</sup> Amendment</b>	1/1/17-12/31/17	\$95,000	\$27,000	\$122,000
<b>2<sup>nd</sup> Amendment</b>	1/1/18-12/31/18	\$122,000	\$160,600	\$282,600
<b>3<sup>rd</sup> Amendment</b>	1/1/19-12/31/19	\$282,600	\$160,600	\$443,200
<b>4<sup>th</sup> Amendment</b>	1/1/2020-12/31/20	\$443,200	\$133,500	\$576,700
<b>5<sup>th</sup> Amendment</b>	1/1/2021-12/31/2021	\$576,700	\$112,050	\$688,750
<b>6<sup>th</sup> Amendment</b>	1/1/2022-12/31/2022	\$688,750	\$91,200	\$779,950
<b>7<sup>th</sup> Amendment</b>	1/1/2023-12/31/2023	\$779,950	\$96,100	\$876,050

**VII. Contactor Contact Information**

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**EXHIBIT A-7**  
**SOCSV 201732824-07**  
Standard SOW Template 2019



Pro Tier Leadership, LLC  
SCOPE OF WORK  
**2022-64885-07**

- A. Contractor: Pro Tier Leadership
  - Contact: William Brovsky
  - Phone: (303) 883-9036
  - Email: [bbrovsky@protierleadership.com](mailto:bbrovsky@protierleadership.com)
  - Term: January 1, 2023 to December 31, 2023