

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 **STATE OF COLORADO JUDICIAL DEPARTMENT**, for the use and benefit of the Denver District Adult and Juvenile Probation Departments, 1300 North Broadway, Suite 1200, Denver, Colorado 80203 (the “Consultant”)

WITNESSETH:

WHEREAS, the City and the Consultant entered into an Agreement dated May 24, 2011, an Amendatory Agreement dated February 24, 2014, a Second Amendatory Agreement dated May 13, 2015, and a Third Amendatory Agreement dated May 16, 2016 to provide gang prevention services (the “Agreement”); and

WHEREAS, the City and the Consultant wish to amend the Agreement to extend the term, increase the total compensation to be paid for such extended term, and otherwise amend the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth, the parties agree as follows:

1. All references to “...Exhibit A, A-1, A-2, and A-3...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, and A-4, as applicable...”. The scope of services and budget marked as Exhibit A-4 attached to the Fourth Amendatory Agreement is hereby incorporated herein by reference.

2. Article 3 of the Agreement, entitled “**TERM**”, is amended in its entirety to read as follows:

“3. **TERM**: The Agreement will commence on April 1, 2011 and will expire on December 31, 2017 (the “Term”). Subject to the Director’s prior written authorization, the Consultant 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 Director.”

3. That article 4.a of the Agreement entitled “**Fee**” is hereby amended to read as follows:

“a. **Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement **SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-TWO and 20/100 DOLLARS (\$660,472.20).**”

4. That article 4.d of the Agreement entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

“d. **Maximum Contract Amount:**

- (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-TWO and 20/100 DOLLARS (\$660,472.20)** (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 Consultant beyond that specifically described in **Exhibit A, A-1, A-2, A-3 and A-4**, as applicable. Any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.
- (2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SCITY-201100301-04

Contractor Name: STATE OF COLORADO

By: Mindy Masias
Mindy Masias
Chief of Staff

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-4
Scope of Work for 2017

Prevention Coordinator – Gang Reduction Initiative of Denver (GRID)

Total Contract Amount is \$660,511.96

Project Year	Juvenile Probation	Adult Probation	Total Costs
2011	\$ 36,843.21	\$ 28,050.01	\$ 64,893.22
2012	\$ 117,684.19	\$ 52,353.32	\$ 170,037.51
2013	\$ 122,735.24	\$ 0.00	\$ 122,735.24
2014	\$ 119,848.22	\$ 0.00	\$ 119,848.22
2015	\$ 59,006.65	\$ 0.00	\$ 59,006.65
2015	\$ 60,000.00	\$ 0.00	\$ 60,000.00
2017	\$ 63,951.36	\$ 0.00	\$ 63,951.36
Total Costs	\$ 580,068.87	\$ 80,403.33	\$ 660,472.20

2017 Scope of Work

Prevention Coordinator will provide a school-based gang prevention program (G.R.E.A.T.) within project targeted neighborhoods. The number of classes and school locations is to be decided by the Director of the GRID project in agreement with the Chief Juvenile Probation Officer. The Prevention Coordinator serves as the project's community gang prevention resource officer providing resource navigation and connection to high-risk youth and families. The Prevention Coordinator will collect data relevant to the work completed and provide such data to GRID on a quarterly basis. The type of data to be collected will be determined by the Director of the GRID project in agreement with the Chief Juvenile Probation Officer. The Prevention Coordinator will serve as a member of GRID's juvenile multidisciplinary Gang Intervention Support Team (IST). The Prevention Coordinator will assist the GRID project in other areas as determined by the Director of the GRID project and in agreement with Chief Juvenile Probation Officer. All work assigned will be within the nature and scope of a Probation Officer's job duties.

2017 Budget: \$63,951.36

Personnel Costs (1FTE): \$62,991.12

Employee	Regular Wages	Medicare	PERA	Health	STD	Total Monthly	Total Yearly
Position #1	\$4101.60	\$58.94	\$777.72	\$300.20	\$7.80	\$5,249.26	\$62,991.12

Cell Phone/Wireless Computer Access Cost: \$960.24

\$80.02 per month x 12 months = \$960.24