

## 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 **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, and an Amendatory Agreement dated February 24, 2014to procure core services for the Community-Based Violence Prevention Demonstration Program (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 and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1, and A-2, as applicable...”. The scope of services and budget marked as Exhibit A-2 attached to the Second 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, 2015 (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 **FIVE HUNDRED FIFTY EIGHT THOUSAND ONE HUNDRED AND NINE DOLLARS (\$558,109.00).**”

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 **FIVE HUNDRED FIFTY EIGHT THOUSAND ONE HUNDRED AND NINE DOLLARS (\$558,109.00)** (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 Consultant beyond that specifically described in **Exhibit A, A-1, and A-2**, 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 \_\_\_\_\_

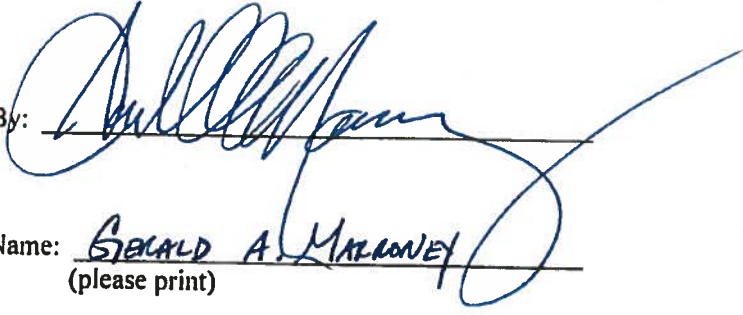
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SCITY-201100301-02

Contractor Name: COLORADO JUDICIAL DEPARTMENT

By: 

Name: GERALD A. MARONEY  
(please print)

Title: STATE COURT ADMINISTRATOR  
(please print)

ATTEST: [if required]

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

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

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



## Exhibit A-2 – Scope of Work for 2015

Total Contract Amount is \$558,109.00

Project Year	Denver Juvenile	Adult Probation	Total Costs
Year 2011	\$ 36,843.21	\$28,050.01	\$ 64,893.22
Year 2012	\$117,684.19	\$52,353.32	\$170,037.51
Year 2013	\$122,735.24	None	\$122,735.24
Year 2014	\$121,734.03	None	\$121,734.03*
Year 2015	\$ 78,709.00	None	\$ 78,709.00
<b>Total Costs</b>	<b>\$477,705.67</b>	<b>\$80,403.33</b>	<b>\$558,109.00</b>

\*Estimated end of year balance for 2014

**Proposed 2015 Budget                    \$78,709.00**

**(1) Juvenile Probation Officer to continue to serve in the capacity of a GRID Prevention Coordinator**

**Scope of Work:** Prevention Coordinator will provide a school-based gang prevention program (G.R.E.A.T.) within project targeted areas. The number of classes and school locations is to be decided by the GRID Program Manager. The Prevention Coordinator serves as the project’s community gang prevention/intervention resource officer that includes assisting the project manager in developing and maintaining a community gang prevention/intervention resource directory. The coordinator will work with project families and officers assigned to those families to provide an expanded family-based case management approach. He/she will collect and maintain appropriate data as outlined for project measurement. He/she will participate as a member of the project’s Community Implementation Team. He/she will participate as a member of the project’s Multi-Disciplinary Family Intervention Team. The officer will perform other duties as determined by the GRID Project Manager and within the nature and scope of a Probation Officer’s job duties.

**Personnel: \$69,384.00**

Employee	Regular Pay	Pension	H/D/L	STD	Medicare	Monthly Total	Annual Total
Position #1	\$4,140.00	\$ 705.00	\$ 867.00	\$ 10.00	\$ 60.00	\$ 5,782.00	<b>\$ 69,384.00</b>

**Supplies: \$4,325.00**

G.R.E.A.T. Supplies and Incentives	<b>\$4,325.00</b>
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Any expenditure under this category must be pre-approved in writing by the GRID Program Manager

**Training: \$5,000.00**

G.R.E.A.T. Training Updates	<b>\$5,000.00</b>
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Any expenditure under this category must be pre-approved in writing by the GRID Program Manager

Any reallocation of funds between budget categories requires prior approval from the Program Manager.