

07-151-E

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **STATE OF COLORADO JUDICIAL DEPARTMENT**, whose address is 101 W. Colfax, Ste. 500, Denver, Colorado 80202, (the "Contractor") collectively (the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 20, 2007, and amended February 19, 2008, June 16, 2009, November 10, 2009 and January 26, 2010 to increase staffing for the Drug Court (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the compensation to the Contractor; and

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

1. That the first sentence of article 5 of the Agreement entitled "**PAYMENT PLAN**" is amended to read as follows:

"5. **PAYMENT PLAN**: It is understood and agreed that the City will pay the total Grant sum of **One Million Four Hundred One Thousand, Nine Hundred Thirty Six Dollars and Eight Cents (\$1,401,936.08)**. The allocating of such funds under this Agreement shall be set out as Exhibit B-3 attached hereto and shall supersede prior allocations."

3. Exhibit B-1 of the Agreement entitled "**SCOPE OF WORK**" is amended by replacing Exhibit B-2 with the attached Exhibit B-3.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Safety

By: _____
Crime Prevention and Control Commission

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE62101(5)

By: _____
Auditor

“CITY”

STATE OF COLORADO
JUDICIAL DEPARTMENT

Taxpayer (IRS) I.D. No. 84-0600334

6-30-10

By: _____
State Court Administrator (Haller Taching)

By: _____
District Administrator, 2nd Judicial District

“CONTRACTOR”

Exhibit B-3

Exhibit B-3
Scope of Work

State of Colorado Judicial Department
101 W Colfax, Suite 500
Denver, CO 80202

Vendor # 22168

Contract # CE 62101(5)

Contract provides for January – December 2010:

- a) Denver Adult Probation (1 FTE) Probation Officer II to conduct in-custody Pre-sentence Reports
- b) (1 FTE) Special Services Court Case Manager (PO I), Juvenile TASC for court room 191-J
- c) Denver Adult Probation – (2 FTE) to manage Misdemeanor Drug Court cases

Contract Additions:

- a) (1FTE) GRID Prevention Coordinator under Denver Juvenile Court Probation (June 1, 2010 – December 31, 2010)
- b) (1 FTE) Magistrate position for Drug Court (July 1, 2010 – Dec 31, 2010)

PAYMENT PLAN:

The District shall submit complete and satisfactory invoices (and reports including PRI time sheets and corresponding payroll copies as described below) at least 10 (ten) days prior to each payment dated, demonstrating proper compensation of the employment positions referenced above.

Costs shall not exceed Three- hundred, thirty-three thousand, three hundred dollars and ninety-three cents, (\$333,300.93) for costs ending December 2010.

(3) Probation Officer II:	\$ 57,955.26 / year per staff x 3 = \$173,865.78
(1) Court Case Manager:	\$ 57,783.24 / year
(1) Drug Court Magistrate	\$ 72,973.95 for 6 mo (\$145,947.90/ yr)
(1) GRID Prevention Coordinator	\$ 4779.66/mo x 6 mo 28,677.96 (\$57,356 /yr)

Denver Juvenile TASC will provide a sustainability plan for funding by June 2010.

Denver Adult Probation will seek ongoing funding for probation services from the State Court Administrators Office.

Denver District Court will seek ongoing funding for the Magistrate position from State Judicial.

REPORTING:

Each program shall submit reports to CPCC, Regina Huerter. If reports are not received payment will be withheld until reports are received. All personnel under this contract shall participate in trainings and program development and implementation as requested.

Probation Officer/ PSI-R unit: Shall provide quarterly reports including the number of in-custody PSI's conducted including the date they were assigned, the date completed, date of sentencing, type of charge, gender, case number and defendant name. Other data may be requested by CPCC and will be provided upon request.

Probation Officer- Drug Court shall supervise misdemeanor case load including accessing services, coordination with the PRI grant and Matthew Center Case Manager. Time on the project shall be tracked and reported monthly including copies of payroll. Reports shall be submitted documenting the number of cases managed and completion rates.

Special Court Case Manager: Shall provide quarterly reports including the number of clients referred, number accepted, number completing the program, number failed to complete, FTA, services provided by type. Other data may be requested by CPCC and will be provided upon request.

GRID Prevention Coordinator: Shall provide case management services for youth identified by GRID (Gang Reduction Initiative of Denver) stakeholders including but not limited to adult and juvenile probation Safe City, DA Diversion and office, Parole, YOS, DPS, Boys and Girls Club, Denver Police Department, Park and Recreation and Outreach. Services shall include intake, one- to one and group case management, family support and intervention, school support and intervention, referrals, system coordination and other interventions as required. Coordinator shall be trained and will provide Gang Resistance and Education Training (G.R.E.A.T) trainings as requested to schools and agencies. All efforts shall be tracked, recorded and reported monthly to Regina Huerter, Paul Callanan and Pat Hedrick. Coordinator shall coordinate efforts with GRID providers.