

## REVIVAL AND SIXTH AMENDATORY AGREEMENT

**THIS REVIVAL AND SIXTH 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, a Third Amendatory Agreement dated May 16, 2016, a Fourth Amendatory Agreement dated March 18, 2017, and a Fifth Amendatory Agreement dated April 2, 2018 to provide gang prevention services (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on December 31, 2019; and

**WHEREAS**, the City and the Consultant wish to revive the Agreement, and 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. The Agreement is hereby revived.
2. All references to “...Exhibit A, A-1, A-2, A-3, A-4, and A-5...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, A-4, A-5, and A-6 as applicable...”. The scope of services and budget marked as Exhibit A-6 attached to the Revival and Sixth Amendatory Agreement is hereby incorporated herein by reference.
3. 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 June 30, 2020 (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.”

4. 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 **NINE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED THIRTY-SEVEN and 73/100 DOLLARS (\$999,637.73).**”

5. 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 **NINE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED THIRTY-SEVEN and 73/100 DOLLARS (\$999,637.73)** (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, A-4, A-5, and A-6**, 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.”

6. Article 7 of the Agreement, entitled “**EXAMINATION OF RECORDS**” is amended in its entirety to read as follows:

“7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including

with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

7. Article 20 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is amended in its entirety to read as follows:

“20. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this contract, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

8. Except as herein amended, the Agreement is revived, re-affirmed and ratified in each and every particular.

**[SIGNATURE PAGE FOLLOWS]**

**Contract Control Number:** SAFTY-201952991/ALFRESCO SAFTY-201100301-06  
**Contractor Name:** STATE OF COLORADO

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:**

SAFTY-201952991/ALFRESCO SAFTY-201100301-06  
STATE OF COLORADO

By:  April 1, 2020

Name: Steven Vasconcellos  
(please print)

Title: State Court Administrator  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A-6**  
**SCITV-201100301**  
**Scope of Work for 2020**  
**(AMENDED March 20, 2020)**

**Colorado State Judicial Gang Prevention and Intervention**

**Total Contract Amount is \$999,637.73**

<b>Project Year</b>	<b>Juvenile Probation</b>	<b>Adult Probation</b>	<b>Total Costs</b>
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
2018	\$ 120,964.83	\$ 0.00	\$ 120,964.83
2019	\$ 142,392.88	\$ 0.00	\$ 142,392.88
<b>2020</b>	<b>\$ 75,807.82</b>	<b>\$ 0.00</b>	<b>\$ 75,807.82</b>
<b>Total Costs</b>	<b>\$919,234.40</b>	<b>\$ 80,403.33</b>	<b>\$999,637.73</b>

**2020 Scope of Work**

**G.R.E.A.T. Prevention Coordinator-1 FTE Probation Officer**

This position will provide a school-based gang prevention program (G.R.E.A.T.) within Denver high-risk neighborhoods experiencing high levels of gang violence. 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 (1ST). 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.

**Gang and Gun Offender Case Management - 1 FTE Probation Officer**

This position will provide case management services to high-risk juvenile offenders that are associated with gangs and have a sustained allegation related to either possession or use of

a firearm, during the course of a crime, who are placed under Denver Juvenile Probation supervision per order of Denver Juvenile Court. This position 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. This position will serve as a member of GRID's juvenile multidisciplinary Gang Intervention Support Team (1ST) and attend all GRID criminal justice gang meetings. This position 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.

**2020 Budget: \$75,807.82 (Revised/Amended)**

**Budget below is for 6 months only. The data in the table are yearly figures.**

**Prevention Coordinator (IFTE): 6 Months \$37,783.88**

2020 Base Salary	Medicare	PERA20.4%	Medical/Life	STO.19%	Total Yearly
52,145.83	756.11	10,637.75	11,926.00	99.08	75,564.77

**Gang & Gun Case Manger (IFTE): 6 months \$37,783.88**

2020 Base Salary	Medicare	PERA20.4%	Medical/Life	STD .19%	Total Yearly
52,145.83	756.11	10,637.75	11,926.00	99.08	75,564.77

WIFI Services: 6 Months \$240.06