

REVIVAL AND FIFTH AMENDATORY AGREEMENT

THIS REVIVAL AND FIFTH 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, and a Fourth Amendatory Agreement dated March 18, 2017 to provide gang prevention services (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on December 31, 2017; 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, and A-4...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, A-4, and A-5 as applicable...”. The scope of services and budget marked as Exhibit A-5 attached to the Revival and Fifth 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 December 31, 2019 (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 TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY-NINE and 91/100 DOLLARS (\$923,829.91).**”

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 TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY-NINE and 91/100 DOLLARS (\$923,829.91)** (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-5, and A-5**, 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. Except as herein amended, the Agreement is revived, re-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-201100301-05

Contractor Name: STATE OF COLORADO

By: Mindy Masias

Name: Mindy Masias
(please print)

Title: Chief of Staff
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-5
SCITY-201100301
Scope of Work for 2018-2019
Colorado State Judicial Gang Prevention and Intervention

Total Contract Amount is \$923,829.91

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
2018	\$ 120,964.83	\$ 0.00	\$ 120,964.83
2019	\$ 142,392.88	\$ 0.00	\$ 142,392.88
Total Costs	\$ 843,426.58	\$ 80,403.33	\$ 923,829.91

2018-2019 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 (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.

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 (IST) 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.

2018-2019 Budget: \$263,357.71

Prevention Coordinator (1FTE): 24 Months

\$140,319.20

Year	Regular Wages	Medicare	PERA	Health	STD	Yearly Adjustment .03%	Total Yearly
2018	\$48,072.00	\$697.08	\$9,686.52	\$10,575.84	\$91.32	0.00	\$69,122.76
2019	\$48,072.00	\$697.08	\$9,686.52	\$10,575.84	\$91.32	\$2,073.68	\$71,196.44

Gang & Gun Case Manger (1FTE): 21 Months

\$123,038.51

Year	Regular Wages	Medicare	PERA	Health	STD	Yearly Adjustment .03%	Total Yearly
2018	\$36,054.00	\$522.81	\$7,264.89	\$7,931.88	\$68.49	0.00	\$51,842.07
2019	\$48,072.00	\$697.08	\$9,686.52	\$10,575.84	\$91.32	\$2,073.68	\$71,196.44