

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PRO TIER LEADERSHIP LLC**, a Colorado limited liability company, whose address is 3000 Geddes Place, Centennial, Colorado 80122 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated February 7, 2017, an Amendatory Agreement dated July 3, 2017, a Second Amendatory Agreement dated February 26, 2018, a Third Amendatory Agreement dated November 27, 2018, a Fourth Amendatory Agreement dated January 16, 2020, and a Fifth Amendatory Agreement dated December 1, 2020, to provide leadership development opportunities for multi-level managers and leaders (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits A, A-1, A-2, A-3, A-4, and A-5 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6, as applicable. Exhibit A-6 is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on January 1, 2017, and expire, unless sooner terminated, on December 31, 2022. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Section 4.d.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Seventy-Nine Thousand Nine Hundred Fifty Dollars (\$779,950.00) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6** are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Sixth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-6**, Scope of Work.

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Contract Control Number: SOCSV-202160209-06 & 201732824-06
Contractor Name: PRO TIER LEADERSHIP LLC

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:

SOCSV-202160209-06 & 201732824-06
PRO TIER LEADERSHIP LLC

By  _____
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Name: Bill Brovsky
(please print)

Title: President of Pro Tier Leadership
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Pro Tier Leadership, LLC
SCOPE OF WORK
Jagger SOCSV202160209-06

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Pro Tier Leadership, LLC to provide leadership development opportunities for multi-level managers and leaders to include: training, consulting, monthly DHS newsletter and coaching.

II. Services

- A. Provide consultation, training, and coaching aligned with the agency's leadership and development needs.
- B. Provide leadership development that supports DHS Strategic Goals and continues to institute best leadership practices in the current work environment.
- C. Provide a leadership program that supports the enhanced engagement of employees in the agency and supports the development of internal leaders. This will provide a structure for opportunities and accountability for all participants.
- D. Supervisors, informal leaders and other employees, (that supervisors would like to have experience the learning content) will be provided with the opportunity to participate in leadership workshops.
- E. The program will be consistent with the past four years of content built on the foundation of "Values, Leadership, and Teamwork".
- F. For ongoing work around City values, a Values and Principles Teamwork Session will be made available for leaders needing additional leadership support with their individual teams. The sessions are approximately two hours in length.
- G. As needed, 90-day coaching assignments may be provided (approved by Division Director) for Directors, Managers, and Supervisors. Coaching assignments will include Job Observation, Strategic Planning, and Coaching.
- H. Dashboard assessments and consultations will be made available using the Four Dynamics of Leadership Survey Program that includes the survey to team members, the analysis of findings, and a strategic plan to improve leadership skills.
- I. Needs Based Team Work Sessions –
These sessions will be created based on specific needs that fall outside of the Principle and Values Sessions.
These sessions can include but are not limited to:
 - How to promote diversity, equity and inclusion in our everyday working environment. This would include partnering with Dr. Mary Whitehead.
 - Skills on how to manage up and use the art of communication to deliver messages.
 - How to use courage and vulnerability to enhance the culture of Psychological Safety.
 - Enhanced skills on how to empower people to think on their own and make decisions aligned with the mission of the organization.
 - Sessions on how to train others to distill down the leadership concepts already promoted over the past few years.



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- Using Meyers Briggs to help understand different personality types and leadership styles.
- J. The DHS Leadership Newsletter will be created monthly and sent to supervisors and managers through email distribution. The newsletter will reinforce the topics covered from the classes conducted over the previous four years (Values, Leadership, Teamwork) and other pertinent leadership topics.

III. Process and Outcome Measures

A. Process Measures

1. The primary measurements of the contract will be assessed through attendance of leadership participants in available sessions.
2. The program will support the agency's recruiting and retention strategy to attract, develop, and retain a high performing, diverse, and well-trained leadership group. This will be accomplished through hiring/retention based upon chemistry, character, and competency. The agency's existing measures around turnover and exit reporting will provide additional support for the program.
3. The DHS Leadership Newsletter will be created on a monthly basis and sent to supervisors and managers through email distribution. Prior approval will be obtained by OHR before distribution.

B. Outcome Measures

1. Workshops were completed as stated within the contract.
2. Analysis of DHS Engagement Survey with anticipated increased scores in psychological safety. Challenges that are highlighted will be defined and strategies for improvement will be created with DHS's Human Resource Director and DHS leadership.
3. The DHS Leadership Newsletter will be sent out monthly for a total of 12 newsletters by the current contract term end of 12/31/2022.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established



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contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.

3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following report shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Attendance of Participation	Report shall demonstrate the # of leadership attendees for each session.	Monthly	HR Director and contract liaison.
2. Leadership News Letter	The newsletter will reinforce the topics covered from the classes conducted over the previous four years (Values, Leadership, Teamwork) and other pertinent Leadership Topics.	Monthly	Newsletters will be published monthly by the third week of each month to the supervisor and above Email distribution list. HR Director/OD Specialist to review and approve content prior to distribution.

V. DHS funding information:

- A. **Program Name: Executive Management**
- B. **Funding Source: 13008/5511090**

VI. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.



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Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204

CONTRACT NUMBER	SOCV202160209-06	
PROGRAM	EXECUTIVE MANAGMENT	
TERM	1/1/2022-12/31/2022	
BUDGET CATEGORIES	DESCRIPTION	AMOUNT
New Supervisor / Informal Leaders Workshop	\$2,750.00 per workshop	\$33,000.00
Dashboard Assessments	Each session is \$300.00 (2 hrs. @ \$150.00 per hour)	\$18,000.00
Leadership News Letter	One newsletter per month @ \$150.00 per letter. Copy of newsletter will be submitted with monthly invoice.	\$1,800.00
One on One Coaching Sessions	\$1,000.00 per session up to 3 per person	\$24,000.00
Needs Based Team Work Sessions	The sessions are approximately two hours in length @ \$150.00 per hour.	\$7,200.00
Values & Principles Sessions	The sessions are approximately two hours in length. @\$150.00 per hour.	\$7,200.00
Total		\$91,200.00
Training rosters for each workshop and session will be included with monthly invoices.		



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Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/17-12/31/17	\$0	\$95,000	\$95,000
1st Amendment	1/1/17-12/31/17	\$95,000	\$27,000	\$122,000
2nd Amendment	1/1/18-12/31/18	\$122,000	\$160,600	\$282,600
3rd Amendment	1/1/19-12/31/19	\$282,600	\$160,600	\$443,200
4th Amendment	1/1/2020-12/31/20	\$443,200	\$133,500	\$576,700
5th Amendment	1/1/2021- 12/31/2021	\$576,700	\$112,050	\$688,750
6th Amendment	1/1/2022- 12/31/2022	\$688,750	\$91,200	\$779,950

VII. Contactor Contact Information

A. Contractor: Pro Tier Leadership
 Contact: William Brovsky
 Phone: (303) 883-9036
 Email: bbrovsky@protierleadership.com
 Term: January 1, 2022 to December 31, 2022