

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 20__, 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").

07-15/11

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 20, 2007, and amended February 19, 2008, June 16, 2009, November 10, 2009, January 26, 2010, and September 15, 2010 to increase staffing for the Drug Court (the "Agreement"); and

WHEREAS, The Parties wish to amend the Agreement to update the work to be performed, extend the term and to increase the maximum contract amount; and

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

1. That article 3 of the Agreement entitled "TERM OF AGREEMENT" is amended to read as follows:

3. TERM OF AGREEMENT: The term of the Agreement shall commence on December 1, 2006 and terminate on December 31, 2011."

2. 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 Six Hundred Forty Eight Thousand, Two Hundred Fifty Nine Dollars and Seventy Five Cents (\$1,648,259.75)**. The allocating of such funds under this Agreement shall be set out as Exhibit B-4 attached hereto and shall supersede prior allocations."

3. Exhibit B-3 of the Agreement entitled "SCOPE OF WORK" is amended by replacing Exhibit B-3 with the attached Exhibit B-4.

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 Sixth 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:

REGISTERED AND COUNTERSIGNED:

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

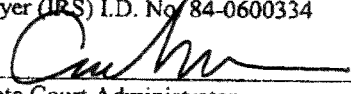
By: _____
Manager of Finance
Contract Control No. CE62101(6)

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

STATE OF COLORADO
JUDICIAL DEPARTMENT
Taxpayer (IRS) I.D. No. 84-0600334

By: 
Deputy State Court Administrator

By: _____
District Administrator, 2nd Judicial District

"CONTRACTOR"

Exhibit B-4

Exhibit B-4
Scope of Work

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

Vendor # 22168

Contract # CE 62101(6)

Contract provides for January – December 2011:

- a) Denver Adult Probation – (2 FTE) to manage Misdemeanor Drug Court cases (January 1, 2011 – December 31, 2011)
- b) GRID Prevention Coordinator (1 FTE) under Denver Juvenile Court Probation (January 1, 2011 – December 31, 2011)
- c) Magistrate position for Drug Court (1 FTE), (January 1, 2011 – June 30, 2011)

PAYMENT PLAN:

The District shall submit complete and satisfactory invoices at least 10 (ten) days prior to each payment dated, demonstrating proper compensation of the employment positions referenced above.

Costs shall not exceed Two-hundred forty-six thousand, three hundred twenty-three dollars and sixty-seven cents, (\$246,323.67) for costs ending December 2011.

- (2) Probation Officer II: \$ 57,783.24 / year per staff x 2 = \$ \$115,566.48
- (1) Drug Court Magistrate S 72,973.95 for 6 mo (\$145,947.90/ yr)
- (1) GRID Prevention Coordinator \$ 57,783.24 /yr

Denver District Court will assume the costs of the Drug Court Magistrate position on July 1, 2011 through December 31, 2011.

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- Drug Court shall supervise misdemeanor case loads according to all drug Court best practices. 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.

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. In addition to other case management services, Coordinator shall 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.