

SEVENTH AMENDATORY AGREEMENT

THIS SEVENTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **NICOLETTI-FLATER ASSOCIATES, PLLP**, a professional limited liability partnership, with an address of 3595 South Teller Street, Suite 310, Lakewood, Colorado 80235, hereinafter referred to as the (the "Consultant").

BACKGROUND:

A. The City and the Consultant entered into an Agreement, dated February 21, 2006 and Amendatory Agreements dated October 17, 2006, January 9, 2007, March 4, 2008, March 10, 2009, January 19, 2010 and January 26, 2011 (together the "Agreement"), to provide for the provision of psychological services to Denver Police Officers and Fire Fighters; and

B. The Parties wish to amend the scope of work, the term and to provide additional compensation to the Consultant;

THUS, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That article 1 of the Agreement entitled "**WORK TO BE PERFORMED**" is amended by striking the word "Exhibit A" in the first sentence and replacing it with "Exhibit A-3".

2. That Article 3 of the Agreement titled "**TERM OF AGREEMENT:**" is amended to read as follows:

"3. TERM OF AGREEMENT: The term of the Agreement shall commence on January 1, 2006 and terminate on December 31, 2012."

3. That Article 5 of the Agreement titled "**COMPENSATION AND PAYMENT**" is amended to read as follows:

"5. COMPENSATION AND PAYMENT: The Consultant agrees to accept , and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in the Agreement, prior Exhibits and Exhibit A-3, a sum not to exceed **One Million Three Hundred Fifty Thousand Nine Hundred Dollars (\$1,350,900.00)** payable at the rate of Sixty Dollars (\$60.00) per hour of professional service rendered, payable periodically during the term hereof, based on receipt and approval by the City of satisfactory invoices from the Consultant, evidencing performance of services within the scope of the Agreement. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for the payment for services rendered and

expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum stated in the previous sentence. The Consultant acknowledges that the City is not obligated to execute an Agreement or an amendment to the Consultant for any further phase or element of work other than the work described herein, and that any work performed by Consultant beyond that specifically described is performed at Consultant's own risk and without authorization under this Agreement.

It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect or financial obligation of the City.”

4. A new Article 35, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS,**” is added to the Agreement and reads as follows:

“**35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. Except as herein amended, the Agreement is affirmed and ratified.

(SIGNATURE PAGE FOLLOWS)

EXHIBIT A-3

NICOLETTI-FLATER ASSOCIATES, PLLP

SCOPE OF SERVICES AND FEES

City and County of Denver

Department of Safety

DENVER POLICE DEPARTMENT

- Individual, Couple and Family counseling to officers and their immediate family members
- Critical Incident Interventions as directed by the Department to either headquarters, district stations, medical facilities or other locations
- Training and workshops as requested by the department in such areas as stress management, domestic violence, critical incident reactions, dealing with new employees, supervisory and management techniques, workplace and school-place violence, handling special populations, crisis intervention, trauma, verbal de-escalation and psychological issues in dealing with line of duty deaths.
- Assisting in hostage negotiations
- Behavior modification training
- Consulting with and supervising of the peer support team members
- Staff member attends Peer Support meetings to provide supervision to Peer Support counselors. Ongoing education training and training of new members is also provided. These services are provided to ensure compliance with Colorado Peer Support legislation.
- General consultation with management as requested

DENVER POLICE – VICTIM ASSISTANCE UNIT (VAU)

- Clinical supervision and/or debriefing services for members of the VAU Unit and After Hours Team

DENVER FIRE DEPARTMENT

- On-call psychological services provided only as directed by the Department
- Critical Incident Interventions as directed by the Department
- Individual counseling to fire fighters during mental health emergencies when referred by the Department
- Consulting and providing emergency support for Critical Incident Stress Management (CISM) services.
- Fitness-for-Duty assessments as requested by the Department

NICOLETTI-FLATER STAFF

- The staff of Nicoletti-Flater Associates consists of 12 individuals who are all trained and experienced in the area of Public Safety psychology. In addition, all staff members are trained and experienced in responding to traumatic events or critical incidents. Three of the staff is specifically trained in working with children and adolescents.

COST FOR SERVICE:

- The cost for the above stated services, except Fitness-For-Duty assessments, is requested at \$60 per hour. Nicoletti-Flater Associates will assume all expenses such as office rentals, land based phone service, wireless phone service, pager service, vehicle costs, liability insurance and secretarial costs.
- The cost for Fitness-For-Duty assessments is requested at \$150 per hour.

Respectfully submitted,

John Nicoletti, Ph.D., Partner
Police Psychologist

Date

Contract Control Number:

Vendor Name:

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 _____



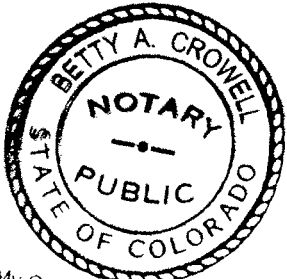
Contract Control Number: CE61080

Vendor Name: NICOLETTI-FLATER ASSOCIATES PLLP

By: *Lottie Flater*

Name: Lottie Flater
(please print)

Title: Partner
(please print)



My Comm. Expires 2/11/14

ATTEST: [if required]

By: *Betty Crowell*

Name: Betty Crowell
(please print)

Title: Office Manager
(please print)

