

## AMENDATORY AGREEMENT

**THIS 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 **COMMUNITY MEDIATION CONCEPTS**, a Colorado nonprofit with its principal place of business located at 839 Pendleton Avenue, Longmont, Colorado 80501 (the “Contractor”), collectively the “Parties”.

The Parties agree as follows:

### RECITALS:

**A.** The Parties entered into an Agreement dated September 24, 2012, (the “Agreement”), to provide mediation services to resolve disputes and improve community relations in the City and County and Denver.

**B.** The Parties wish to amend the Agreement to extend its term for another two (2) years and increase the maximum amount of compensation to be paid to the Contractor.

The Parties agree as follows:

**1.** All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference. Exhibit A-1 will govern and control all services provided on and after July 15, 2015.

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

“**3. TERM:** The Agreement will commence on July 15, 2012 and will expire on July 14, 2017 (the “Term”).”

**3.** Article 4(a) of the Agreement, entitled “**Fee**”, is amended to read as follows:

“ **(a) Fee.** The City shall pay Contractor and Contractor shall accept as full payment for all Services performed and costs incurred a monthly fee as follows” For the period of July 15, 2012, until July 14, 2015, the monthly fee will be **Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00)**. For the period of July 15, 2015, until July 14, 2017, the monthly fee will be **Eleven Thousand Five Hundred Eighty Three Dollars and Zero Cents (\$11,583.00)**. All monthly fees are based on hourly rates of \$75.00 for mediation preparation and \$95.00 for mediation sessions.

If the value of Services performed exceeds the monthly fee before the end of the month, Contractor shall continue to provide Services throughout the

remainder of the month without additional compensation for these Services.”

4. Article 4(d)(1) of the Agreement, entitled “**Maximum Contract Amount**”, is amended to read as follows:

“ **(d) Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation may not exceed **SIX HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$620,000.00)**, (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 Contractor beyond that specifically stated herein. Any services performed beyond those duly authorized pursuant to the Agreement are performed at Contractor’s risk and without authorization under the Agreement.”

5. Except as amended above, the Agreement is revived, reaffirmed and ratified in each particular.

6. This Amendatory Agreement will not be 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.

**EXHIBIT LIST:  
EXHIBIT A-1 – SCOPE OF WORK**

**[SIGNATURE PAGES FOLLOW]**

**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: HRCRS-201206543-01

Contractor Name: COMMUNITY MEDIATION CONCEPTS

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

Name: STEVE CHARBONNEAU  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



# Community Mediation Concepts

“Helping People Talk to People”

A NONPROFIT ORGANIZATION PROVIDING MEDIATION,  
FACILITATION AND CONFLICT RESOLUTION SERVICES  
303-717-2167 • Steve@FindSolutions.org  
www.FindSolutions.org



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DATE: February 2015  
TO: Derek Okubo, Executive Director | Agency for Human Rights and Community Partnerships  
FROM: Steve Charbonneau, Executive Director | Community Mediation Concepts  
SUBJECT: Community Mediation Concepts Scope of Work

## Scope of Work and Technical Requirements

Community Mediation Concepts (CMC) has demonstrated the ability and will continue to meet the expectations outlined in this Scope of Work, specifically with respect to:

1. Meetings
  - a. CMC is prepared to meet regularly with the Director of Human Rights and Community Partnerships, Office of Independent Monitor, City Council Members, Mayor’s Office, Career Service Authority, Office of Human Relations, and other City Agencies as requested.
  - b. CMC is committed to facilitating taskforces, community meetings and other group meetings or committees, as requested.
2. Administration of Mediation Services
  - a. Steve Charbonneau is responsible for oversight and management of all aspects of Denver’s mediation program.
  - b. Charbonneau will attend meetings with referring agencies and personnel, provide orientation to mediations services, meet to answer questions and present regular reports as requested.
  - c. Charbonneau will have quarterly check-in meetings with the Executive Director of the Agency for Human Rights and Community Partnerships.
3. CMC’s Mediation Intake
  - a. Referrals from the City of Denver come to CMC primarily through phone calls and emails. CMC will respond to any inquiry within 24 hours.
  - b. CMC will gather information from the referring sources, listen to the initial concerns of the parties and explain the benefits and opportunities of conflict resolved through mediation.
  - c. Determine if any other parties should be participating in the mediation. This may include appropriate City individuals as resource to the mediation.
  - d. CMC will make 3-5 attempts through a combination of phone calls, emails and postal mail, to reach the parties in conflict. Once the parties are contacted, CMC will explain mediation and obtain a commitment from the parties to mediate in good faith. We will also provide information on the best way to prepare for mediation. CMC makes a confirmation call just prior to the scheduled mediation.
  - e. CMC makes every effort to schedule mediations at a time and location that is most convenient for the parties. The City of Denver will provide its conference room facilities to CMC at no charge, based upon availability.
  - f. Identify opportunity for improvements which will increase our effectiveness and our ability to

better meet the conflict resolution needs of the citizens of Denver.

4. Mediator Management

- a. CMC contracts with professional trained mediators who have demonstrated the skills necessary to resolve conflicts in their areas of expertise.
- b. In the majority of our mediations, CMC requires participants to sign a “consent to mediate” which ensures confidentiality, along with a bulleted outline of specific steps they should take in preparing for mediation and their commitment to mediate in good faith.
- c. CMC’s mediators make every effort to bring the conflicting parties to agreement and write a Memorandum of Understanding. In some instances, a summary is more appropriate.
- d. At the conclusion of our mediations, a confidential survey is administered to enable CMC to ensure ongoing improvement and accountability.
- e. CMC provides a second mediator in about a third of the mediations. Our decision regarding a second mediator is based upon CMC’s determination of need; because of the importance of gender balance, cultural or language needs, differing knowledge resource need and complexity.
- f. Once the mediations are completed or the case is closed, CMC provides a close letter to the referring party and copies of the agreements or summaries to the participants.

5. Case Management

- a. CMC manages a tracking file for each case, recording all contact information, referral information, all emails and the basic content of all phone calls. The tracking file contains a post-mediation debrief from the mediator. Debriefing information provides a “just in time” learning opportunity for our mediators and a process improvement tool (Plan-Do-Study-Act process improvement) in our monthly mediator meetings.

6. Complex cases, Facilitations and other Activities

- a. Steve Charbonneau personally manages complex, delicate cases. Steve facilitates the case and assures the process achieves a successful outcome. These cases are often referred by City Council, Mayor’s Office, or involve long-range planning, multidisciplinary taskforce committees. Generally, these types of cases involve multiple meetings and multiple parties.

7. Training

- a. At the request of Career Service Authority, Office of Human Resources, City Council and occasionally others; CMC provides conflict resolution training and skill development. Steve Charbonneau has been teaching a conflict resolution course at the University of Colorado – Denver since 2003, so is able to bring additional learning opportunities to the City.
- b. CMC also facilitates monthly CMC mediator meetings where we focus on skill development, process improvement evaluation and mentoring to ensure we have the best mediators.

8. Reporting will be based upon requested information and need.

9. Orientation and marketing to referring agencies.

- a. CMC will provide orientation and marketing on the benefits of mediation for identified referring City agencies. With this service, we also provide printed materials for distribution by these City agencies.

10. Budget

Budget has increased \$25,000 per year due to increased workload (see below). The total amount of this contract modification not to exceed \$278,000.

- a. 2015 Budget \$139,000 – Monthly rate \$11,583

- b. 2016 Budget \$139,000 - Monthly rate \$11,583
- a. Case referrals have increased 64% over the past four years. We're requesting an increase of approximately 22%.
- b. Land-use cases, those requiring multiple meetings with multiple parties have begun to increase in 2015 as development picks up within the city.
- c. CMC teaches 2-4 one-day mediation classes to DPD that have not fallen within our contract prior to this year.
- d. We began establishing a working relationship with the Sheriff's IA department, resulting in referrals.
- e. I met last week with the new Executive Director of the Office of Human Resources. In our meeting we discussed a number of additional ways mediation will be used to save the City time and money on employee situations.
- f. I meet this coming week with the Executive Director of Community Planning and Development to discuss ways to more constructively manage the angst that is growing between neighborhoods and the City over zoning and development issues. increase referrals