

## SIXTH AMENDATORY AGREEMENT

**THIS SIXTH AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 and January 19, 2010 (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-2".

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, 2011."

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 and Exhibit A-2, a sum not to exceed **One Million One Hundred Forty Six Thousand Four Hundred Dollars (\$1,146,400.00)** 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

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

**(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: \_\_\_\_\_  
Chief of Police

**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. CE61080(6)

By: \_\_\_\_\_  
Assistant City Attorney

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

**"CITY"**

**NICOLETTI-FLATER ASSOCIATES,  
PLLP**  
Taxpayer (IRS) I.D. No. 84-0727812

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

Name: Lottie Flater  
(please print)

Title: Partner

**"CONSULTANT"**

**Exhibit A-2**

## EXHIBIT A-2

# 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.

**NICOLETTI-FLATER ASSOCIATES**  
**SCOPE OF SERVICES AND FEES**

**City and County of Denver**

**Department of Safety**

**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