

## FOURTH AMENDATORY AGREEMENT

This **FOURTH 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 **PRO TIER LEADERSHIP LLC**, a Colorado limited liability company, with an address of 3000 Geddes Place, Centennial, Colorado 80122 (the “Contractor” and jointly “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, and a Third Amendatory Agreement dated November 27, 2018 (the “Agreement”) to provide leadership development opportunities for multi-level managers and leaders.

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase compensation, and revise the scope of work as follows.

**NOW THEREFOR**, in consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “Exhibit A, A-1, A-2 and A-3” in the existing Agreement shall be amended to read “Exhibit A, A-1, A-2, A-3 and A-4, as applicable.” The scope of work marked as Exhibit A-4 is attached and incorporated by reference.

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

“**3. TERM:** The Agreement will commence on **January 1, 2017**, and will expire on **December 31, 2020** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date.”

3. 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 will not exceed **FIVE HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$576,700.00)** (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 described in **Exhibit A**. Any services performed beyond those described in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Fourth 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** SOCSV-201952553-04 Jaggaer, 2017-32824-04  
**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-201952553—04 Jaggaer, 2017-32824-04  
PRO TIER LEADERSHIP LLC

DocuSigned by:  
*William Brovsky*  
D5FF95EBAC804BD...

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

william Brovsky

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

Title: President of Pro Tier Leadership  
(please print)

ATTEST: [if required]

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

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

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



## EXHIBIT A-4

Pro Tier Leadership, LLC SCOPE OF WORK  
**SOCSV 2017-32824-04**

**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 to provide leadership development opportunities for multi-level managers and leaders to include: training, consulting, and coaching

**II. Services**

- A. Provide consultation, training, and coaching aligned with the agency leadership 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 enhanced engagement of employees in the agency and growing internal leaders, which will provide a structure for opportunities and accountability for self and others.
- D. For existing leadership, the program will include two sessions. The first will consist of nine (9) leadership workshops targeted for the early part of the year focusing on the Learn, Do, Share Model. The second will consist of nine (9) workshops targeted for the latter part of the year and will focus on strategic goals, targets of opportunities/needs, and the sharing of project plans to improve leadership capabilities.
- E. For new supervisor/informal leaders, the program will provide one (1) leadership workshop per month (12 workshops) for all new supervisors and/or existing supervisors who need refresher training as deemed necessary by their department managers. The program will be consistent with the past three 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. We estimate five (5) per month or a total of sixty per year. 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 to include Job Observation, Strategic Planning, and Coaching. We estimate two (2) per quarter for a total of eight (8) per year.
- 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.



Pro Tier Leadership, LLC  
SCOPE OF WORK  
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### III. Process and Outcome Measures

#### A. Process Measures

1. The primary measurements by the contract will be through attendance of leadership participants in available sessions and leaders are to provide evidence that they have implemented the Learn, Do, Share Model in their work. This measure will be demonstrated through leadership presentations in class showing what content and learning has been implemented into the supervisors' teams.
2. The program supports the agency recruiting and retention strategy to attract, develop, and retain a high performing, diverse, and well-trained leadership group 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.

#### B. Outcome Measures

1. Workshops were completed as stated within the contract.
2. Implementation of the Learn, Do, and Share model. (Evidenced by participants' completion and implementation of project plans presented in class).
3. 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 HR Director and DHS leadership.

### 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 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.



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SCOPE OF WORK  
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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:
<b>1. Attendance of Participation</b>	<b>Report shall demonstrate the # of leadership attendees for each session</b>	<b>Monthly</b>	<b>HR Director and contract liason.</b>

**V. DHS funding information:**

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

**VI. Budget**

Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> 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.

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	SOCSV-2017-32824-04 ALFRESCO, SOCSV-2019-52553-04 JAGGAER	
PROGRAM	EXECUTIVE MANAGMENT	



Pro Tier Leadership, LLC  
 SCOPE OF WORK  
 SOCSV 2017-32824-04

BUDGET CATEGORIES	DESCRIPTION	AMOUNT
Current Leadership Team Workshops	Two Quarters (18 workshops per QTR) for a total of 18 workshops. (18 @ \$2,750 per workshop).	\$49,500
New Supervisor / Informal Leaders Workshops	One (1) workshop per month or twelve (12) per year. (12 workshops @ \$2,750 per workshop).	\$33,000.00
Values & Principles Team Work Sessions	Estimating 5 sessions per month or 60 per year. Each session is two hours @ \$150.00 per hour.	\$18,000.00
One-on-One Coaching Sessions	Estimating two (2) per quarter or eight (8) per year @ \$3,000 each.	\$24,000.00
Dashboard Assessments	5 per month or 60 per year. Each session is one hour @ \$150.00 per hour.	\$9,000.00
<b>Total Budget</b>		<b>\$133,500</b>

**Contract Summary of Amounts:**

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
<b>Base</b>	1/1/17-12/31/17	\$0	\$95,000	\$95,000
<b>1<sup>st</sup> Amendment</b>	1/1/17-12/31/17	\$95,000	\$27,000	\$122,000
<b>2<sup>nd</sup> Amendment</b>	1/1/18-12/31/18	\$122,000	\$160,600	\$282,600
<b>3<sup>rd</sup> Amendment</b>	1/1/19-12/31/19	\$282,600	\$160,600	\$443,200
<b>4<sup>th</sup> Amendment</b>	1/1/2020-12/31/20	\$443,200	\$133,500	\$576,700

VII. Other

- A. Contactor Contact Information  
 Contractor: Pro Tier Leadership  
 Contact: William Brovsky  
 Phone: (303) 883-9036  
 Email: [bbrovsky@protierleadership.com](mailto:bbrovsky@protierleadership.com)  
 Term: January 1, 2020 to December 31, 2020