

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **PRO TIER LEADERSHIP LLC**, a Colorado limited liability company, with an address of 3000 Geddes Place, Centennial, Colorado 80122 (the “Contractor”), who may individually be called a “Party” and collectively the “Parties.”

The City and the Contractor entered into an Agreement dated February 7, 2017, an Amendatory Agreement dated July 3, 2017, a Second Amendatory Agreement dated February 26, 2018, a Third Amendatory Agreement dated November 27, 2018, and a Fourth Amendatory Agreement dated January 16, 2020, to provide leadership development opportunities for multi-level managers and leaders (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibits A, A-1, A-2, A-3, and A-4 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, and A-5, as applicable. Exhibit A-5 is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on January 1, 2017, and will expire on December 31, 2021 (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. Section 4.d.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$688,750.00) (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 **Exhibits A, A-1, A-2, A-3, A-4, and A-5**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, and A-5** are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Fifth Amendatory Agreement is not 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.

End.

Signature pages and Exhibits follow this page.

Exhibit List
Exhibit A-5

Contract Control Number:

SOCSV-2020-56395-05
ALFRESCO 201732824-05

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:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

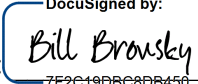
Contract Control Number:

SOCSV-2020-56395-05

ALFRESCO-201732824-05

Contractor Name:

PRO TIER LEADERSHIP LLC

By:  7F2C19DBC8DB450...

Name: Bill Brovsky
(please print)

Title: President of Pro Tier Leadership
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Pro Tier Leadership, LLC

SCOPE OF WORK

SOCSV 2017-32824-05 Jaggaer SOCSV2020-56395-05

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 consist of 3 workshops that will review principles learned and consist of a facilitated discussion around leading with resilience. These workshops are planned for May/June/July of 2021
- 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 three (3) per month or a total of thirty six (36) 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.

III. Process and Outcome Measures**A. Process Measures**



Pro Tier Leadership, LLC

SCOPE OF WORK

SOCSV 2017-32824-05 Jaggaer SOCSV2020-56395-05

1. The primary measurements by the contract will be through attendance of leadership participants in available sessions.
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. 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.
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.



Pro Tier Leadership, LLC

SCOPE OF WORK

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Report Name	Description	Frequency	Reports to be sent to:
1. Attendance of Participation	Report shall demonstrate the # of leadership attendees for each session	Monthly	HR Director and contract liason.

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 15th 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-2017-32824-05 ALFRESCO, SOCSV-2020-45295-05 JAGGAER	
PROGRAM	EXECUTIVE MANAGMENT	
TERM	1/1/2021-12/312021	
BUDGET CATEGORIES	DESCRIPTION	AMOUNT
New Supervisor / Informal Leaders Workshop	12 workshops @ 2,750 per workshops	\$33,000.00
Dashboard Assessments	120 sessions each session is \$300 (2 hrs @ \$150.00 per hour	\$36,000.00
One on One Coaching Sessions	\$1000 per session up to 3 per person	\$24,000.00
Experienced Leadership Workshops	Total of three (1st, 2nd 3rd QTR) @ \$2,750.00 per Workshop.	\$8,250.00
Values & Principles Team Work Sessions	Estimating 3 sessions per month or 36 per year. Each session @ \$150.00 per hour.	\$10,800.00



Pro Tier Leadership, LLC

SCOPE OF WORK

SOCSV 2017-32824-05 Jaggaer SOCSV2020-56395-05

Total		\$112,050.00
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Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/17-12/31/17	\$0	\$95,000	\$95,000
1st Amendment	1/1/17-12/31/17	\$95,000	\$27,000	\$122,000
2nd Amendment	1/1/18-12/31/18	\$122,000	\$160,600	\$282,600
3rd Amendment	1/1/19-12/31/19	\$282,600	\$160,600	\$443,200
4th Amendment	1/1/2020-12/31/20	\$443,200	\$133,500	\$576,700
5th Amendment	1/1/2021-12/31/2021	\$576,700	\$112,050	\$688,750

VII. Other

A. Contactor Contact Information

Contractor: Pro Tier Leadership

Contact: William Brovsky

Phone: (303) 883-9036

Email: bbrovsky@protierleadership.com

Term: January 1, 2021 to December 31, 2021