

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL SECOND 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 REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate, for and on behalf of THE UNIVERSITY OF COLORADO DENVER, d/b/a ADDICTION RESEARCH AND TREATMENT SERVICES (ARTS) having its principal office at 3738 West Princeton Circle, Denver, Colorado 80236 (referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated August 11, 2009 and amended the Agreement on May 18, 2010 relating to implementing an effective community corrections program, made pursuant to the provisions of C.R.S. Section 17-27-101 et. seq., as amended which will provide residential and non-residential addiction services to a community corrections population (the "Agreement"); and

WHEREAS, the Agreement, expired by its terms on June 30, 2010; and

WHEREAS, rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extent the term and to increase the compensation to the Contractor; and

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

1. Article II. of the Agreement entitled "TIME OF PERFORMANCE" is hereby amended to read as follows:

"II. The term of this Agreement is understood and agreed to commence July 1, 2009 and run through September 30, 2010."

2. Article III. L. of the Agreement entitled "Payment" is hereby amended to read as follows:

"L. Payment: The City agrees to pay the Contractor and the Contractor agrees to accept as full and total compensation for the services performed hereunder, an amount of money which shall not exceed **Three Million Seven Hundred Seventy Nine Thousand Eight Hundred Eighty Two Dollars and Nineteen Cents (\$3,779,882.19)** from those monies appropriated for the purposes of this Agreement by

09-625-B

the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice 2009/2010 Community Corrections Contract with the City and/or the State Department of Corrections 2009/2010 Community Corrections and Adult Parole Contracts with the City, and paid thereto into the Treasury of the City. The Contractor shall request payment of the monies available hereunder on such basis and in such amounts as are not inconsistent with the requirements of the City and the State. The Contractor understands and agrees that compensation under this Agreement, to the extent funded by the State Department of Corrections 2009/2010 Community Corrections and Adult Parole Contract referenced above, incorporates a "menu" basis subject to performance by the Contractor of enumerated tasks for specified fees. It is expressly understood and agreed that the obligation of the City for all or any part of payments provided for herein, whether direct or contingent, shall only extend to the said monies appropriated by the State pursuant to such contracts, actually paid to the City, appropriated for this Agreement by the Denver City Council and encumbered for the purpose of the Agreement. It is expressly understood that the City has no obligation to provide, directly or indirectly, community corrections services in excess of those provided through such State funding. The parties understand that the City reserves the right not to accept supplemental funding from the State pursuant to the said 2009/2010 State contracts and that the amount payable from the State to the City may be adjusted up or down by Allocation Letter or Funding Letter pursuant to Exhibit A hereof. The Contractor therefore recognizes and agrees that the amount stated in this Subsection L, shall constitute the maximum amount payable to the Contractor under this Agreement, unless an amendment to this Agreement is duly executed increasing such amount."

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Revival and Second Ammendatory 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: \_\_\_\_\_  
M A Y O R

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Manager of Safety

**APPROVED AS TO FORM:**

DAVID R. FINE, Attorney for the  
City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. GE91306(2)

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

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

**"CITY"**

**REGENTS OF THE UNIVERSITY OF  
COLORADO, a body corporate, for and on  
behalf of THE UNIVERSITY OF COLORADO  
DENVER, d/b/a ADDICTION RESEARCH  
AND TREATMENT SERVICES (ARTS)**

Taxpayer (IRS) I.D. No. 84-6000555

By: \_\_\_\_\_ 7/26/12  
Christine Ahearn  
Name: \_\_\_\_\_  
Asst. Director Contracts,  
Policy and Education  
(please print) Director of Grants and Contracts

Title: \_\_\_\_\_

**"CONTRACTOR"**