

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), to be administered by the Department of Safety, Division of Community Corrections in consultation with the **DENVER COMMUNITY CORRECTIONS BOARD** ("Board"), and **COMMUNITY EDUCATION CENTERS, INC.**, a Delaware corporation, having its principal local office at 1763 Williams Street, Denver, Colorado 80218 ("Contractor"),

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated September 12, 2014, to provide community correctional services to clients of the City ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term and increase the compensation to the Contractor.

**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. TIME OF PERFORMANCE:**

The term of this Agreement is understood and agreed to commence July 1, 2014 and run through September 30, 2015."

2. Article L of the Agreement entitled "**Payment**" is 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 **Two Million Two Hundred Twenty Seven Thousand Five Hundred Twenty One Dollars and Fifteen Cents (\$2,227,521.15)** from those monies appropriated for the purposes of this Agreement by the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice 2014/2015 Community Corrections Contract with the City and/or the State Department of Corrections 2014/2015 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 2014/2015 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 2014/2015 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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

Contract Control Number: SAFTY-201416270-01

Contractor Name: Community Education Centers

By: Michael C. Hellriegel

Name: MICHAEL C. HELLRIEBEL  
(please print)

Title: EVP + CFO  
(please print)

ATTEST: [if required]

By: Galun G. Medley

Name: Galun G. Medley  
(please print)

Title: Associate Counsel  
(please print)



**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 \_\_\_\_\_

