REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND 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"), to be administered by the Department of Safety, Division of Community Corrections in consultation with the **DENVER COMMUNITY CORRECTIONS BOARD** ("Board"), and **CORECIVIC, INC., HAVING ITS PRINCIPAL OFFICE AT 5501 VIRGINIA WAY, BRENTWOOD, TN, 37027 ("CONTRACTOR")**, (the "Contractor"), individually a "Party" and collectively the "Parties."

The City and Contractor entered into an Agreement dated August 9, 2018 for the purpose of providing certain services as part of administering and implementing an effective community corrections program (the "Agreement"). The Agreement expired by its terms on June 30, 2019, and the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term in order to amend the Agreement by making certain modifications as set forth below.

The Parties agree as follows:

1. Section 3.L of the Agreement, entitled "**PAYMENT**," is amended by deletion and replacing it with the following:

"**L.** 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 **Six Million Twenty-Nine Thousand Nine Hundred Twelve Dollars and 01/100 Cent ($6,029,912.01)** 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 2018/2019 Community Corrections Contract 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. 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 2018/2019 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. 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."

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

3.   This Revival and 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 follow this page.

Corecivic (previously Community Management Inc)
City Jaggaer No. SAFTY-201951095
City Alfresco No. 201842072-01

Contract Control Number: SAFTY-201951095/ALFRESCO 201842072-01
Contractor Name: Correctional Management, Inc.

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: SAFTY-201951095/ ALFRESCO 201842072-01
Contractor Name: Correctional Management, Inc.

By: _____
　　　DocuSigned by:

　　　Natasha Metcalf

　　　9733C97619B146C...

Name: ___Natasha Metcalf_____
　　　　(please print)

Title: ___Natasha Metcalf_____
　　　　(please print)

ATTEST: [if required]

By: _____

Name: _____
　　　　(please print)

Title: _____
　　　　(please print)