

## SIXTH AMENDATORY AGREEMENT

**THIS SIXTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("**CITY**"), and **ALCOHOL MONITORING SYSTEMS, INC.**, a Colorado corporation with its principal place of business located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120 ("**Contractor**" or "**AMS**"). The City and Contractor are collectively the "**Parties**".

### RECITALS:

**WHEREAS**, the City requires the services of a contractor to provide monitoring of sobriety, utilizing equipment that monitors blood alcohol levels transdermally, to clients of the City's Electronic Monitoring program that are sentenced by the Denver County Court or referred by the Denver County Probation Department, with the sentencing or probation condition of mandated sobriety, and entered into an agreement with the Contractor dated December 7, 2004 (the "**Agreement**") for the provision of such services, referred to as the Program, which Agreement was amended on February 7, 2006, January 9, 2007, August 21, 2007, December 15, 2009 and December 19, 2011; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term, and to provide additional 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. That Article 3 of the Agreement entitled "**TERM OF AGREEMENT**" is amended to read as follows:

"3. **TERM OF AGREEMENT**: The term of the Agreement shall commence on November 1, 2004 and terminate on December 31, 2013."

2. That Article 6 of the Agreement entitled "**PAYMENT**", is amended to read as follows:

"6. **PAYMENT**: The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement and Exhibits A, A-1, A-2 and B, and B-1, a sum not to exceed **TWO MILLION THREE HUNDRED THOUSAND FIFTY DOLLARS AND ZERO CENTS (\$2,350,000.00)**. The Parties agree that the City and the

Contractor may negotiate the prices for products in Exhibit A-2 so that City may pay less than the prices set out in Exhibit without the need for amendment of this Agreement. In such event the Parties shall memorialize any downward price adjustments by e-mail and any price adjustments shall be valid through the remainder of the term. It is understood and agreed that any payment obligations of the City hereunder, whether direct or contingent, in the performance of this Agreement, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”


3. This Sixth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** SAFTY-CE41246-05

**Contractor Name:** ALCOHOL MONITORING SYSTEMS INC

By: 

Name: Don White  
(please print)

Title: V.P.  
(please print)

**ATTEST: [if required]**

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

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

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

