

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CORRECTIONAL MANAGEMENT, INC.**, a Colorado corporation duly organized and existing under and by virtue of the laws of the State of Colorado, having its principal office at P.O. Box 20870 Boulder, Colorado 80308 (referred to as “Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated August 3, 2010, to provide residential and non-residential community corrections services, (the “Agreement”); and

WHEREAS, the City and the Contractor wish to amend the Agreement to increase the compensation to the Contractor and to update other contract language as follows; and

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

1. Article III (L) of the Agreement entitled “Payment” is hereby amended to read as follows:

“III. CONDITIONS:

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 Five Hundred Eighty Nine Thousand Nine Hundred Twenty Seven Dollars (\$3,589,927.00)** 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 2010/2011 Community Corrections Contract with the City and/or the State Department of Corrections 2010/2011 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 2010/2011 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 2010/2011 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.

2. A new paragraph numbered IV is hereby added to the Agreement reading as follows:

IV. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

3. This Amendatory Agreement may be executed in two (2) 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, this Amendatory Agreement affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

Vendor Name:

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 _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: GE01209

Vendor Name: CORRECTIONAL MANAGEMENT INC

By: 

Name: Shannon Carst
(please print)

Title: Vice President for CMI
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

