

SECOND AMENDATORY AGREEMENT

THIS SECOND 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"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated April 11, 2014 and an amendment dated June 22, 2015 to perform electronic offender monitoring services for various City agencies ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add a new equipment rate schedule, extend the term, and increase the maximum contract amount.

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

1. All references to "Exhibit B-1" in the Agreement shall be amended to read "Exhibit B-1 and Exhibit B-2", as applicable". The new equipment rate schedule marked as "Exhibit B-2" is attached hereto and incorporated by reference.

2. That Article 2 of the Agreement entitled "TERM" is amended to read as follows:

"2. TERM: The term of the Agreement is from February 1, 2014 until January 31, 2019, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in Exhibit A has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("Term"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement."

3. That Article 3 of the Agreement entitled "COMPENSATION AND PAYMENT", subsection A entitled "Maximum Contract Amount" is amended to read as follows:

"A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in Exhibit A shall in



no event exceed the sum of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

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

5. This Second Amendatory Agreement will not be 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.

[SIGNATURE PAGES FOLLOW]



Contract Control Number: SAFTY-201314545-02

Contractor Name: ALCOHOL MONITORING SYSTEMS INC

By: Lou Sugo

Name: Lou Sugo
(please print)

Title: Vice President - Sales and Marketing
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-201314545-02

Contractor Name: ALCOHOL MONITORING SYSTEMS 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 _____





City and County of Denver RFP 0790A
Exhibit B-2
Effective Date: January 4, 2017

SCRAM CAM

Services Fees (When-On):

Daily SCRAM Continuous Alcohol Monitoring™ Kit Landline Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	* Shelf Fees
1+	\$5.75/day when in use	\$1.75

Daily SCRAM Continuous Alcohol Monitoring™ Kit Cellular Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	* Shelf Fees
1+	\$7.75/day when in use	\$0.50

Daily SCRAM Continuous Alcohol Monitoring™ Kit Ethernet Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	* Shelf Fees
1+	\$6.25/day when in use	\$0.00

Lost or Damaged Equipment:

The Daily Services Fees includes 100% coverage for Lost or Damaged Equipment

*** Shelf Fees (Inventory Allowance) - 20%:**

Customers are allowed a 20% shelf stock allowance. This means that 20% of the total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge. Anything over 20% will be assessed a shelf fee as indicated above.





SCRAM Remote Breath

Services Fees (When-On):

Remote Breath Kit – When-On Pricing as of Effective Date:

Quantity	Daily Services Fees/When-On	*Shelf Fees
1+	\$4 50/day when in use	\$1 50/Day

Lost or Damaged Equipment:

The Daily Services Fees includes 100% coverage for Lost or Damaged Equipment

***Shelf Fees (Inventory Allowance) - 20%:**

Customers are allowed a 20% shelf stock allowance. This means that 20% of the total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge. Anything over 20% will be assessed a shelf fee as indicated above.

SCRAM GPS

Services Fees (When-On):

GPS Bracelet Kit – When-On Pricing as of Effective Date:

Quantity	Daily Services Fees/When-On	*Shelf Fees
1+	\$3 45/day when in use	\$1 15/Day

Lost or Damaged Equipment:

The Daily Services Fees includes 100% coverage for Lost or Damaged Equipment

***Shelf Fees (Inventory Allowance) - 20%:**

Customers are allowed a 20% shelf stock allowance. This means that 20% of the total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge. Anything over 20% will be assessed a shelf fee as indicated above.





SCRAM House Arrest

Services Fees (When-On):

SCRAM House Arrest™ Kit Landline Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	*Shelf Fees
1+	\$2 05/day when in use	\$0 85

SCRAM House Arrest™ Kit Cellular Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	*Shelf Fees
1+	\$3 15/day when in use	\$1 20

SCRAM House Arrest™ Kit Ethernet Fees as of Effective Date are:

Quantity	Daily Services Fees/When-On	*Shelf Fees
1+	\$2 55/day when in use	\$0 00

Lost or Damaged Equipment:

The Daily Services Fees includes 100% coverage for Lost or Damaged Equipment

***Shelf Fees (Inventory Allowance) - 20%:**

Customers are allowed a 20% shelf stock allowance. This means that 20% of the total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge. Anything over 20% will be assessed a shelf fee as indicated above.

