

AMENDATORY AGREEMENT

THIS 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 to perform electronic offender monitoring services for various City agencies ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to update the Schedule and Rates.

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

1. That Article 1 of the Agreement entitled "WORK TO BE PERFORMED" subsection A entitled "Services" is amended to read as follows:

"A. Services: The Contractor shall diligently and professionally, under the general direction of the Executive Director of the Department of Safety ("City Representative"), perform offender monitoring and related services, all as more particularly described in Exhibit A, the Scope of Work, Technical Specifications and Warranty ("Work") and Exhibit B and Exhibit B-1 (attached to this Amendatory Agreement) (collectively "Schedule and Rates"), all of which are incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over Exhibit A and Exhibits B and B-1. Exhibit A shall control and take precedence over Exhibits B and B-1. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services



specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.”

2. That Article 3 of the Agreement entitled “COMPENSATION AND PAYMENT”, subsection B entitled “Payments” is amended to read as follows:

“B. Payments: Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** and the Schedule and Rates specified on **Exhibits B** and **B-1**. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.”


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

[SIGNATURE PAGES FOLLOW]



Contract Control Number: SAFTY-201314545-01

Contractor Name: Alcohol Monitoring Systems

By: 

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-201314545-01

Contractor Name: Alcohol Monitoring Systems

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Exhibit B-1

Ethernet Option Added to Equipment Fees:

Optional: Ethernet connectivity: \$0.50/day when in use.

