

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AMENDATORY AGREEMENT made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("City"), to be administered by the Department of Safety, Division of Community Corrections in consultation with the **DENVER COMMUNITY CORRECTIONS BOARD** ("Board"), and **CORRECTIONAL MANAGEMENT, INC.**, having its principal office at 10 Burton Hills Blvd., Nashville, Tennessee 37215 and local office at 1501 Lee Hill Drive, Boulder, Colorado 80304 ("Contractor").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated August 16, 2017, to for performance of certain work set forth in the scope of work; and

WHEREAS, the Agreement, expired by its terms on June 30, 2018; and

WHEREAS, rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term and amend the Agreement in certain other respects;

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

1. Article II of the Agreement entitled "**TIME OF PERFORMANCE**" is hereby amended to read as follows:

"II. TIME OF PERFORMANCE: The term of this Agreement is understood and agreed to commence on July 1, 2017 and run through September 30, 2018."

2. Article III. L. of the Agreement entitled "**Payment**" is 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 **FIVE MILLION NINE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND 91/100 CENTS (\$5,939,997.91)**

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 2017/2018 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 2017/2018 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.”

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

4. This Revival and 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:

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 _____



Contract Control Number: SAFTY-201735281-01

Contractor Name: CORRECTIONAL MANAGEMENT INC

By: Natasha K. Metcalf

Name: Natasha K. Metcalf
(please print)

Title: Vice President, Partnership Development
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

