

## REVIVAL AND AMENDATORY AGREEMENT

**THIS REVIVAL AND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule 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.**, a Colorado corporation, having its principal office at 2851 Jay Road, Boulder, Colorado 80301 (“**Contractor**”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an agreement dated July 21, 2015 to provide expert and professional treatment services (“**Agreement**”);

**WHEREAS**, the Agreement expired by its terms on June 30, 2016; and,

**WHEREAS**, rather than enter into a new contract, the Parties desire to revive and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and the Parties further desire to amend the Agreement to extend the term of the prior Agreement and increase payment amount.

**NOW, THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Article II of the Agreement entitled “**TIME OF PERFORMANCE**” is hereby amended to read as follows: “The term of this Agreement is understood and agreed to commence July 1, 2015 and run through September 30, 2016.”

2. 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 **Five Million Six Hundred Ninety Nine Thousand Five Hundred Dollars and Six Cents (\$5,699,500.06)** 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 2015/2016 Community Corrections Contract with the City and/or the State Department of Corrections 2015/2016 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 2015/2016 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 2015/2016 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.”

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

4. This 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**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 \_\_\_\_\_

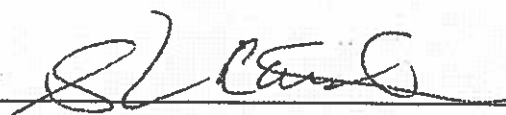
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** SAFTY-201522625-01

**Contractor Name:** CORRECTIONAL MANAGEMENT INC

By: 

Name: Shannon Carst  
(please print)

Title: President of CMI  
(please print)

**ATTEST: [if required]**

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

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

Title: \_\_\_\_\_  
(please print)

