

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 **COMMUNITY EDUCATION CENTERS, INC.**, a Delaware corporation having its principal office at 1763 Williams Street, Denver, Colorado 80218 hereinafter referred to as (the “Contractor”) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated August 17, 2010, to purchase residential and non-residential community corrections services (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term for another year, increase the compensation to the Contractor and 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 **Two Million Sixty Eight Thousand Five Hundred Fourteen Dollars (\$2, 068,514.00)** from those monies appropriated for the purpose 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, incorporated 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 reserved 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 there for 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. Article AA of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby amended to read as follows:

“AA. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:”

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subContractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such

subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

4. A new paragraph numbered IX is hereby added to the Agreement reading as follows:

IX. 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.

5. 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.

6. Except as herein amended, the 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 _____

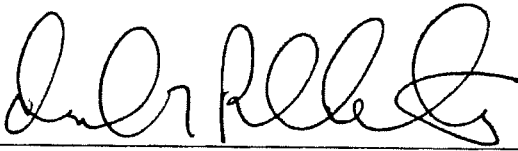
By _____



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: GE01210

Vendor Name: COMMUNITY EDUCATION CENTERS INC

By: 

Name: Michael Pelletier
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

