

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made 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 **CORECIVIC, INC.**, having its principal office at 5501 Virginia Way Brentwood, TN, 37027 (the "Contractor"), who may individually be called a "Party" and collectively the "Parties."

The City and Contractor entered into an Agreement dated **September 2, 2019**, to provide services delineated in the scope of work (the "Agreement"). The Parties now wish to extend the term of the Agreement for an additional year and make certain other modifications to the Agreement as set forth below.

The Parties agree as follows:

1. Section I.A of the Agreement, titled "**SERVICES TO BE PROVIDED**" is amended by deleting and replacing it with the following:

"A. The Contractor shall reach compliance with the Colorado Community Corrections Standards for the provision of services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SBJ), 3) offenders referred by the State Board of Parole, or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S., as amended."

2. Section 1.C.1 of the Agreement, titled "**SERVICES TO BE PROVIDED**" is amended by deleting and replacing it with the following:

"C. The following terms, provisions, rules and procedures:

1. Meet, maintain and comply with all applicable rules and regulations, policies, procedures, standards and guidelines as are adopted by the Denver Department of Safety and/or the Denver Community Corrections Board, including the Colorado Community Corrections Standards, and the Facility Payment Funding Plan as amended."

3. Section 1.C.18 of the Agreement, titled "**SERVICES TO BE PROVIDED**" is amended by deleting and replacing it with the following:

"C. The following terms, provisions, rules and procedures:

18. The Contractor shall provide a written annual plan outlining use and distribution of allocated Correctional Treatment funds for FY2019/2020 and for FY2020/2021."

4. Section II of the Agreement, titled “**TIME OF PERFORMANCE**” is amended by deleting and replacing it with the following:

“II. TIME OF PERFORMANCE:

The term of this Agreement is understood and agreed to commence **July 1, 2019** and run through **June 30, 2021.**”

5. Section III.L of the Agreement, titled “**CONDITIONS**” is amended by deleting and replacing it with the following:

“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 **\$6,680,446.70** during the 2019-2020 fiscal year and **\$5,553,112.10** during the 2020-2021 fiscal year, for a total amount not to exceed **Twelve Million Two Hundred Thirty-Three Thousand Five Hundred Fifty-Eight Dollars and 80/100 Cents (\$12,233,558.80)** 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 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 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.

The Contractor further understands that this Agreement is funded, in whole or in part, with state funds. The Contractor expressly understands and agrees that its rights, demands and claims to compensation arising under this Agreement are contingent upon the City’s receipt of such state funds and the continued funding by the State of Colorado. If such funds or any part thereof are not received, appropriated or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City from the state may not have been fully determined, finalized, or paid. Should a

reduction in City awarded funds necessitate a reduction to the Contractor's award hereunder, then the City reserves the right to make a pro rata reduction affecting all applicable agreements.

1. The City agrees to compensate the Contractor for the delivery of residential community corrections services in accordance with the following reimbursement terms:
 - a. At a rate per Client day of residential services for each day of services delivered during a calendar month, which has been approved by the Colorado State Legislature. (A Client day of residential services shall be interpreted to be a twenty-four (24) hour calendar day wherein a Client placed in the Contractor's program is supervised, housed and maintained in accordance with the program and services described in the proposal to this Agreement, on file in the City Clerk and Recorder's Office); and
 - b. At a rate for each unit of nonresidential service delivered to a lawfully assigned Client not residing in the residential facility of the Contractor which has been approved by the Colorado State Legislature.
 - c. Other specialized services to Clients which have been approved by the Colorado State Legislature and outlined in the State of Colorado's allocation letter to the City & County of Denver.
2. The Contractor's attention is drawn to Section B 4 of the appropriate funding contract, which provides that up to four percent (4%) of total residential transition, residential diversion, and diversion non-residential allocation funds may be utilized by the City for administrative purposes.
3. During the period of this Agreement the "Contractor" will be reimbursed on a monthly basis upon the receipt of a proper billing.
4. The Contractor will not be paid for the first day a Client participated in the program but shall be compensated the last day of the Client's participation. The City agrees to withhold funds when the City determines that the program or facilities of the Contractor are not in compliance with this Agreement. Over-payments made by the City in the event of non-compliance, shall be immediately returned to the City by the Contractor, upon written demand.
5. The City will only pay for the following leaves of absence, as authorized and approved by The Colorado State Department of Corrections (DOC) or the State Judicial Department (SJD):
 - a. "On-grounds leave" based on a pass earned by the Client for a short period of time, ranging from one (1) hour up to a weekend consisting of forty-eight (48) hours. An additional twenty-four (24) hours and/or travel time for out-of-town Clients may be approved by the appropriate probation or parole officer.
 - b. "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the Client in community corrections, for a maximum allowable period of three (3) days.
 - c. "Emergency leave" caused by and limited to a serious life- threatening incident in the Client's immediate family, subject to a maximum period

of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.

- d. "Absence Due to Arrest" notify DOC/SJD and the Board immediately if they know a Client has been arrested and/or is in the custody of federal, state, or local authorities. If the Contractor has requested and received prior written permission from DOC/SJD, the State shall compensate the Contractor at full rate for the day on which the Client is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a position during the Client's absence."

6. Section III.V of the Agreement, titled "**CONDITIONS**" is amended by deleting and replacing it with the following:

"V. Subject to State Contracts: This Agreement is subject to the terms and conditions of the said Department of Public Safety, Division of Criminal Justice, FY 2019/2020 and 2020/2021 Community Corrections Contract with the City, as they may be amended or modified by allocation letters or funding letters, all of which are incorporated herein by reference as Exhibit A. The Contractor is advised to carefully review the terms and conditions of such State Contracts."

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Amendatory Agreement is not 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.

End.
Signature pages follow this page.

Contract Control Number: SAFTY-202053099-01/PARENT SAFTY-201950074
Contractor Name: CoreCivic, 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:

Contract Control Number:
Contractor Name:

SAFTY-202053099-01/PARENT SAFTY-201950074
CoreCivic, Inc.

By: Natasha Metcalf

Name: Natasha Metcalf
(please print)

Title: Vice-President, Partnership Contracts Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)