

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** ("Agreement") is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**"), and **CORECIVIC, Inc.**, a Maryland Corporation with a principal place of business address of 5501 Virginia Way, Brentwood, TN 37027 (the "**Contractor**"). For purposes of this Agreement, the City and the Contractor shall also be referred to collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, the Parties entered into that certain agreement dated **May 17, 2021** regarding, among others, myriad community corrections services (the "Agreement");

**WHEREAS**, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, as well as add and/or revise certain exhibits and references in the Agreement;

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

**1.** Article 3 of the Agreement entitled "**TERM**" is hereby amended in its entirety by deleting it and replacing it with the following:

"**3. TERM**: The Agreement will commence on **July 1, 2021**, and will expire, unless sooner terminated, on **June 30, 2024** (the "Term")."

**2.** Sections **4.1** and **4.4** under the heading "**COMPENSATION AND PAYMENT**" in Article 4 of the Agreement are hereby amended as follows by deleting the language under those sections and replacing them with the following:

"**4. COMPENSATION AND METHOD OF PAYMENT**

**4.1 Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00)** for fees 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. Amounts billed may not exceed rates authorized by the State of Colorado.

**4.4 Maximum Contract Amount:**

**4.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

**4.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to

create a multiple fiscal year direct or indirect debt or financial obligation of the City.”

**3.** Article 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby amended by deleting it in its entirety and replacing it with the following:

**“20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**2)** It will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**3)** It will 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 a worker without authorization to perform work under this Agreement.

**4)** It is prohibited from using work authorization confirmation procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any

and all federal requirements regarding work authorization confirmations, all program requirements related to employee notification, and preservation of employee rights.

**5)** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also 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 worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**6)** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

**5.** 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 City Council.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** SAFTY-202366340-01 / Parent SAFTY-202158407-01  
**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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**

SAFTY-202366340-01 / Parent SAFTY-202158407-01  
CoreCivic, Inc.

By: Natasha K. Metcalf

Name: Natasha K. Metcalf  
(please print)

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

ATTEST: [if required]

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

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

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