

THIRTEENTH AMENDATORY AGREEMENT

THIS THIRTEENTH AMENDATORY AGREEMENT is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **NICOLETTI-FLATER ASSOCIATES, PLLP**, a Colorado corporation, with an address of 3595 South Teller Street, Suite 310, Lakewood, Colorado 80235, hereinafter referred to as the (the "Consultant").

BACKGROUND:

A. The City and the Consultant entered into an Agreement, dated January 27, 2003 and amendatory Agreements dated December 18, 2003, November 23, 2004, June 28, 2005, December 22, 2005, November 21, 2006, February 6, 2007, March 4, 2008, December 23, 2008, May 26, 2009, December 15, 2009, July 20, 2010 and January 26, 2011 (together the "Agreement"), to provide pre-employment psychological testing and assessment of Deputy Sheriff applicants for the Denver Sheriff's Department; and

B. The parties wish to amend the Agreement to revise the scope of work and to include critical incident training, update the term, to provide additional compensation to the Consultant and to update other contract language as follows.

THUS, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That article 4 of the Agreement entitled "**TERM OF AGREEMENT**", as previously amended, is further amended to read as follows:

"**4. TERM OF AGREEMENT**: The term of the Agreement shall commence on January 1, 2003 and terminate on December 31, 2012."

2. That article 6 of the Agreement entitled "**PAYMENT**", as previously amended, is further amended to read as follows:

"**6. PAYMENT**: The Consultant agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in the Agreement a sum not to exceed **Five Hundred Thirty Five Thousand Dollars (\$535,000.00)** payable on the basis of One Hundred Seventy-Five Dollars (\$175.00) per applicant for first stage pre-employment interviews, Eighty-Five Dollars (\$85.00) per applicant for second stage interviews, and One Hundred

Fifty Dollars (\$150.00) per hour for Fit for Duty evaluations, Critical Incident Trainings at Two-Hundred Dollars (\$200) per class and general counseling to Deputies and their families at the rate of Sixty Dollars (\$60) per hour. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in the future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt of financial obligation of the City.”

3. Article 29 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby amended to read as follows:

“29. 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 subconsultant 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 Consultant 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 Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant 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 Consultant 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 Consultant from submitting bids or proposals for future contracts with the City.”

4. A new paragraph numbered 30 is hereby added to the Agreement reading as follows:

30. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:
Consultant 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 Thirteenth 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, this Thirteenth 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 _____



Contract Control Number: SHERF-CE21357-12

Vendor Name: NICOLETTI-FLATER ASSOCIATES PLLP

By: Lottie Flater

Name: Lottie Flater
(please print)

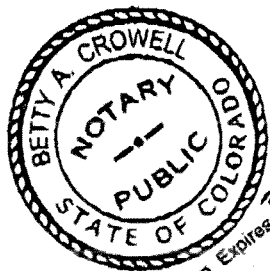
Title: Partner
(please print)

ATTEST: [if required]

By: Betty Crowell

Name: Betty Crowell
(please print)

Title: Office Manager
(please print)



My Comm Expires 2/11/14

