

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ACS STATE & LOCAL SOLUTIONS, INC.**, whose address is 518 17th Street, Suite 400, Denver, CO 80202 (the "Contractor" or "ACS").

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an Agreement dated December 31, 2009, as amended by an Amendatory Agreement dated January 12, 2011, and amended by a Second Amendatory Agreement dated January 13, 2012, for the implementation and operation of a Photo Red Light Program (together, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to modify the CiteWeb system to implement a two tiered-fined structure, to increase the Maximum Contract Amount for the additional services, and to modify certain other provisions of the Agreement as set forth below;

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

1. The additional Statement of Work to become effective from the date of City Execution of this Third Amendatory Agreement is attached hereto and incorporated herein as Exhibit A-1 and all references to "Exhibit A" are hereby amended to read "Exhibits A and A-1, as applicable."

2. That Section **F Maximum Contract Amount** of Article **IV COMPENSATION** of the Agreement is hereby amended to read in its entirety as follows:

"F. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **SEVEN HUNDRED THIRTEEN THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND NO/100 DOLLARS (\$713,272.00)**. The parties agree that all equipment and services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in *Exhibit A and A-1*, as applicable. The parties further recognize that the installation and provision of Equipment and Services for additional intersections beyond the initial four (4) referenced above would require

appropriation of additional funds and amendment of this Agreement.”

3. That Section **BB Prohibition against Employment of Illegal Aliens to Perform Work under this Agreement** of Article **X ADDITIONAL CONDITIONS OF AGREEMENT** of the Agreement is deleted and restated as follows:

“BB. 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 sub-consultant 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 either the E-Verify Program.

(4) It is prohibited from using either 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 sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such sub-

consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant 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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.



A-1

ACS is now a Xerox company

January 24, 2012

Captain Joseph Padilla,
Denver Police Department
Traffic Operations Bureau
3381 Park Ave. W.
Denver, CO 80216

Subject: Red Light tiered-fine structure quote

Captain Padilla,

ACS will develop and deliver all necessary changes to the ACS CiteWeb system necessary to implement a two tiered-fine structure to meet the Robb Bill Amendment to the Photo Enforcement Ordinance as follows;

1. Addition of an option within the CiteWeb system to allow the DPD Photo Enforcement Unit to select and issue Stop Bar notice of violations with a fine amount of \$40.00
2. Provide for separate and combined options for tracking and program performance for both Red Light Through violations and Stop Bar violations in the CiteWeb system

Quote: \$13,272.00, total cost.

Please note that this is a one-time cost for the work outlined above. ACS will invoice the City once the work has been completed and accepted by the City. Also note that this work does not include implementation of a warning notice component.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Taylor', is written over a horizontal line.

Brad Taylor
Photo Enforcement Program Manager

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: POLIC-CE01061-03

Contractor Name: ACS STATE & LOCAL SOLUTIONS

By: 

Name: MARK J. TALBOT
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: REBECCA FINKELMAN
(please print)

Title: EXECUTIVE ASSISTANT
(please print)

