

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH 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 **REPUBLIC PARKING SYSTEM, INC.**, a Tennessee corporation with an address of 2000 Republic Center, Chattanooga, Tennessee 37450 (the “Contractor”).

### WITNESSETH:

**WHEREAS**, the City and the Contractor entered into an Agreement dated October 24, 2006, and amended the Agreement on August 11, 2009, June 29, 2010 and February 17, 2011, relating to operating and managing certain City owned, off-street parking facilities (the “Agreement”); and

**WHEREAS**, the City and the Contractor wish to amend the Agreement, to extend its term, to increase the compensation to the Contractor, and to 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. That the first sentence of Article 4 of the Agreement, entitled “**TERM**”, is hereby amended to read as follows:

“4. **TERM**: This Agreement shall have a term commencing on October 1, 2006 and terminating on February 29, 2012.”

2. That the first sentence of article 6(B) of the Agreement entitled “**CONTRACTOR FEE(S)**” is amended to read as follows:

“B. The maximum amount payable to the Contractor under the term of the Agreement, whether as direct or incentive fee, as reimbursable Operating Expenses or for any other purpose, shall not exceed **Five Hundred Fifty Six Thousand Dollars (\$556,000.00)**.”

3. That article 47 of the agreement entitled “PROHIBITION AGAINST UTILIZATION OF ILLEGAL ALIENS IN AGREEMENT; INCORPORATION OF STATUTE” is hereby amended to read as follows:

“47. **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 subContractor 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 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 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.** This Fourth 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.

5. As herein amended, the Agreement is 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:** CE62042

**Vendor Name:** REPUBLIC PARKING SYSTEM

By: Brian Kern

Name: BRIAN KERN  
(please print)

Title: VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

By: Dana Klein

Name: DANA KLEIN  
(please print)

Title: MANAGER  
(please print)

