

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made and entered into on the date hereinafter set forth, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **JUSTICE BENEFITS, INC.**, a Texas registered entity lawfully authorized to conduct business in the State of Colorado, with an address of 2010 Valley View Lane, Suite 300, Dallas, Texas 75234, (the "Consultant").

BACKGROUND:

A. The City and the Consultant entered into an Agreement, dated February 6, 2007, and amendments to the Agreement on February 26, 2008, January 20, 2009, January 26, 2010 and December 21, 2010 (the "Agreement"), to provide assistance in applying for funds through the Federal SCAAP program.

B. The parties wish to extend the term of the Agreement for an additional one (1) year.

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

1. That Article 3 of the Agreement entitled "**TERM OF AGREEMENT**" is amended to read as follows:

"3. TERM OF AGREEMENT: The term of the Agreement shall commence on January 1, 2007 and terminate on December 31, 2013, provided that the Agreement may be extended for successive one (1) year terms and upon agreement of the parties and appropriation of sufficient funds by the City. The parties hereby ratify all performance by the Contractor hereunder from and after January 1, 2007."

2. That Article 29 of the Agreement entitled "**PROHIBITION OF EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT**" is amended to read as follows:

"29. NO EMPLOYMENT OF ILLEGAL ALIENS.

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Consultant is liable for any violations as provided in the Certification Statute.

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 either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), 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 or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

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 days. The Consultant will also then terminate such sub-consultant or subcontractor if within three 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.

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.”

3. A new Article 35 is added to the Agreement to read as follows:

“35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The 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.

4. This Fifth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Fifth Amendatory Agreement

5. Except as herein amended, the Agreement is hereby affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SAFTY-ce71019-05

Contractor Name: JUSTICE BENEFITS INC

By: Kim Q King

Name: Kimberly King
(please print)

Title: Senior VP Business Development
(please print)

ATTEST: [if required]

By: April Farmer

Name: April Farmer
(please print)

Title: Regional Director of Business Development
(please print)



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 _____

