

**FOURTH AMENDMENT TO
ON CALL TECHNOLOGY SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO ON CALL TECHNOLOGY SERVICES 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 **GRANT THORNTON LLP**, an Illinois Limited Liability Company, with offices at 1901 S. Meyers Rd., Suite 455, Oakbrook Terrace, IL 60181 (“Consultant”).

WITNESSETH:

WHEREAS, the Parties entered into an On Call Technology Services Agreement dated October 6, 2014, an Amendatory Agreement dated July 6, 2017, a Second Amendatory Agreement dated August 16, 2018, and a Third Amendatory Agreement dated March 28, 2019 (the “Agreement”), to provide specialized technology services; and

WHEREAS, the Parties wish to amend the Agreement to increase funding; and

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

1. Article 3. D. (i) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Maximum Contract Liability**” is amended to read as follows:

“D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for the services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$5,850,000.00)** (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by the Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

2. This Fourth Amendment to On Call Technology Services Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

4. This Fourth Amendment to On Call Technology Services Agreement will not be 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 the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-201951618-04; Alfresco No. 201416059-04
Contractor Name: GRANT THORNTON LLP

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:

Attorney for the City and County of Denver

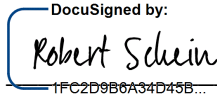
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-201951618-04; Alfresco No. 201416059-04
GRANT THORNTON LLP

By:  _____
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Name: Robert Schein
(please print)

Title: Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)