

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

THIS THIRD 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, and a Third Amendatory Agreement dated August 16, 2018 (the “Agreement”), to provide specialized technology services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and 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 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“**2. TERM:** The term of this Agreement shall commence on June 1, 2014, and shall terminate on July 1, 2021, unless earlier terminated in accordance with the Agreement.”

2. 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 **FOUR MILLION DOLLARS (\$4,000,000.00)** (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.”

3. This Third 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.

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

5. This Third 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:

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: TECHS-201416059-03

Contractor Name: GRANT THORNTON LLP

By: G. Finley

Name: Graeme Finley
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

