

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Assignment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”); **SCI WDSFMS SERVICES, LLC.**, a Delaware limited liability corporation, whose address is now 500 W. Madison Street, 20th Floor, Chicago, Illinois 60661-4516, the “Consultant,” as defined in the original Agreement and in this document the “Assignor;” and **ACCENTURE LLP**, an Illinois limited liability partnership, whose address is 500 W. Madison Street., 20th Floor, Chicago, Illinois 60661-4516 (“Assignee”), jointly “the Parties” and individually a “Party.”

WHEREAS, the City and the Assignor entered into an Agreement dated June 10, 2020, to provide on-call professional information technology services staff to augment City project staffing (the “Agreement”);

WHEREAS, on February 28, 2020, the Assignee and/or its affiliates acquired the Assignor, and the Assignee assumed this Agreement effective June 1, 2020; and

WHEREAS, the purpose of this Assignment is to replace Assignor under the Agreement and substitute Assignee to the extent provided for in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. This Assignment shall not be valid or enforceable until fully executed by all Parties. The City shall not be bound to Assignee by any provision of this Assignment before the Assignment is fully executed. The Parties’ respective performances under this Assignment and the changes to the Agreement contained herein shall be effective from June 1, 2020, and shall terminate on the termination of the Agreement. Upon the date this Assignment commences, Assignee shall perform all duties and fulfill all obligations of Assignor under the Agreement as if it were the original contractor, subject to the following provisions:
 - 1.1. Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Agreement except to the extent Assignee fails to properly perform, in which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance upon the City’s request;
 - 1.2. This Assignment is incorporated by reference into the Agreement, and all prior assignments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Assignment; and
 - 1.3. All payments made by the City after this Assignment is executed in the name of or to Assignor shall have the same force and effect as if made to Assignee and shall constitute a complete discharge of the City’s obligations under the Agreement to the extent of the amount paid.
2. The City hereby consents to the assignment of this Agreement between Assignor and Assignee subject to the provisions of this Assignment. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

3. This Assignment Agreement is not 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.

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Contract Control Number: TECHS-202264646-01
Contractor Name: ACCENTURE 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-202264646-01
ACCENTURE LLP

By: DocuSigned by:
Mary Sheffield
47E749548BGG47B...

Name: Mary Sheffield
(please print)

Title: Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)