## REVIVAL AND
## EIGHTH AMENDMENT
## STERLING INFOSYSTEMS, INC.

This **REVIVAL AND EIGHTH AMENDMENT** is entered into by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "**City**") and Sterling Infosystems, Inc., One State Street, New York, NY 10004 (the "**Consultant**"), (collectively, the "**Parties**").

### RECITALS

**WHEREAS,** the Parties entered into that certain services Agreement dated January 01, 2013, City Contract # CSAHR-201310499-00 ("**Original Agreement**");

**WHEREAS,** thereafter the Parties amended the Original Agreement by written agreement dated December 06, 2013, City Contract # CSAHR-201310499-01 ("**First Amendment**");

**WHEREAS,** thereafter the Parties amended the Original Agreement and First Amendment by written agreement dated May 14, 2014, City Contract # CSAHR-201310499-02 ("**Second Amendment**");

**WHEREAS,** thereafter the Parties amended the Original Agreement and prior amendments by written agreement dated November 06, 2014, City Contract # CSAHR-201310499-03 ("**Third Amendment**");

**WHEREAS**, thereafter the Parties amended the Original Agreement and prior amendments by written agreement dated April 02, 2015, City Contract # CSAHR-201310499-04 ("**Fourth Amendment**").

**WHEREAS,** thereafter the Parties amended the Original Agreement and prior amendments by written agreement dated May 13, 2015, City Contract # CSAHR-201310499-05 ("**Fifth Amendment**");

**WHEREAS,** thereafter the Parties amended the Original Agreement and prior amendments by written agreement dated July 28, 2015, City Contract # CSAHR-201310499-06 ("**Sixth Amendment**");

**WHEREAS,** thereafter the Parties amended the Original Agreement and prior amendments by written agreement dated November 17, 2015, City Contract # CSAHR-201310499-07 ("**Seventh Amendment**");

**WHEREAS**, the parties wish to revive and amend the Original Agreement and all prior amendments to extend the term and increase the maximum contract amount.

### AGREEMENT

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

1. The Agreement is hereby revived.

2.  The first sentence of Paragraph 2 of the Agreement (entitled "Term") is hereby amended to read as follows:

"2**.** __TERM:__ The term of the Agreement is from the Effective Date and shall expire at 11:59p.m. on December 31, 2018, or until the Maximum Contract Amount specified in subsection 3.A. below is expended and all of the tasks specified in Exhibit A has been satisfactorily performed, (the "**Term**")."

3.  The first sentence of Paragraph 3(A) of the Agreement (entitled "**Maximum Contract Amount**") is hereby amended to read as follows:

"3**.** __COMPENSATION AND PAYMENT:__

A**.** __Maximum Contract Amount__: The Maximum Contract Amount to be paid by the City to Sterling shall in no event exceed EIGHT HUNDRED NINETY-NINE THOUSAND, NINE-HUNDRED and NO/100 DOLLARS ($899,900.00) (the "**Maximum Contract Amount**")."

4.  This amendment 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.

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

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**[Signature Blocks to Follow on Next Page]**

**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:     CSAHR-201310499-08

Contractor Name:     STERLING INFOSYSTEMS INC

By: _____

Name: __Michelle Freeman__
(please print)

Title: __VP of AM__
(please print)

**ATTEST: [if required]**

By: _____

Name: _____
(please print)

Title: _____
(please print)