

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule municipal corporation of the State of Colorado, and **CROWE LLP** (the "Consultant"), an Indiana partnership, licensed to do business in the State of Colorado, whose address is 320 East Jefferson Blvd, South Bend, IN 46601.

RECITALS:

A. The Parties entered into a On-Call Professional Grant Agreement dated December 30, 2022 (the "Agreement") to provide professional services on an on-call basis.

B. The Parties wish to amend the Agreement to extend the Term and to make such other amendments as are herein set forth.

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

1. Section 4 of the Agreement, entitled "**TERM AND TERMINATION**", Subsection 4.01 entitled "**Term**", is amended to read as follows:

"4.01 Term. The term of this Agreement shall commence on December 1, 2022, and shall expire on November 30, 2027, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this Agreement and the term will extend until the work is completed or earlier terminated by the Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to one (1) additional one (1) year term by written amendatory agreement executed in the same manner as this Agreement."

2. Section 5 of the Agreement, entitled "**GENERAL PROVISIONS**", Subsection 5.06 entitled "**No Discrimination in Employment**", is deleted in its entirety and replaced with the following:

"5.06 No Discrimination in Employment: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts."

3. Section 5 of the Agreement, entitled “**GENERAL PROVISIONS**”, Subsection 5.20 entitled “**No Employment of Worker Without Authorization to Perform Work Under the Agreement**”, is deleted in its entirety and replaced with the following:

“5.20 Intentionally Omitted.”

4. A new section 5.33 entitled “**Compliance with Denver Wage Laws**”, is hereby being added to the Agreement to read as follows:

“5.33 Compliance with Denver Wage Laws: To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

6. This Amendatory 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW].**

Contract Control Number: DOTI-202580963-01 [202265430-01]
Contractor Name: Crowe 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:**

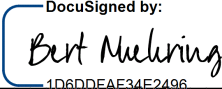
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number: DOTI-202580963-01 [202265430-01]
Contractor Name: Crowe LLP

By:  _____
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Name: Bert Nuehring

(please print)

Title: Partner

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)