

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ADVOCO, LLC, a California limited liability company**, doing business at 1331 7th Street, Suite H, Berkeley, California 94710 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 29, 2013, an Amendatory Agreement dated July 13, 2015, a Second Amendatory Agreement dated November 25, 2015, and a Third Amendatory Agreement dated November 7, 2018, (collectively, the “Agreement”) to expand management software for buildings and facilities including scheduling, maintenance operations and tenant service requests.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, acknowledge the Contractor name change and amend the no discrimination in employment provision.

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

1. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection D. (1) is hereby deleted in its entirety and replaced with:

“D. Maximum Contract Liability:

(1) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **TWO MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED TWENTY DOLLARS AND NO CENTS (\$2,572,220.00)** (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 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. Section 25 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.”

3. As herein amended, including the name change from Advoco Inc., to Advoco, LLC, the Agreement is affirmed and ratified in each and every particular.

4. This Fourth 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: TECHS-202161069-04 (201313134-04)
Contractor Name: ADVOCO LLC

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

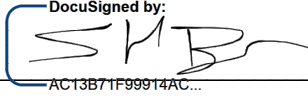
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202161069-04 (201313134-04)
ADVOCO LLC

By:  _____

Name: Stephen H Brindle
(please print)

Title: Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)