

## AMENDATORY AGREEMENT

**THIS AMENDATORY 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 **ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC** a limited liability company organized in the State of Delaware, whose mailing address is P.O. Box 28259, New York, NY 10087 (the "Contractor").

### WITNESSETH:

**WHEREAS**, the City and the Contractor previously entered into an Agreement dated May 11, 2022 (the "Agreement") relating to infrastructure financial advisory services; and

**WHEREAS**, the City and the Contractor have determined to extend the term to allow for completion of comprehensive financial advisory services under the Agreement;

**WHEREAS**, the extended term will require additional compensation;

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

1. Paragraph 3 of the Agreement, entitled "TERM," is amended to read as follows:
  3. **TERM**: The Agreement will commence on April 1, 2022 (the "Effective Date") of this Agreement and will expire on December 31, 2025 (the "Term"). Subject to the Manager's prior written authorization, the Contractor shall complete any work in progress as of the expiration date unless earlier terminated by the Manager.
2. Paragraph 4 of the Agreement, entitled "COMPENSATION AND PAYMENT," is amended to read as follows:
  3. **COMPENSATION AND PAYMENT**:
    - a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement, Three Million Two Hundred Thousand Dollars (\$3,200,000.00). Amounts billed may not exceed the rates set forth in **Exhibit A**.
    - b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement, including travel, unless specifically set out on rates sheet and the amount is agreed to later approved in writing by the City prior to being incurred. All expenses and material of the Contractor's are contained in the rates set forth in Exhibit A.
    - c. **Invoicing**: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City

including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Three Million Two Hundred Thousand Dollars (\$3,200,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

ii. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation from April 1, 2022 to December 31, 2022 will not exceed Six Hundred Thousand Dollars (\$600,000.00) (the "First Year Maximum Payment Amount") absent the express written authorization of the Manager of Finance.

iii. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. Paragraph 19 of the Agreement, entitled "NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT," is amended to read as follows:

19. Reserved.

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

*Remainder of page left intentionally blank.*

**Contract Control Number:**

FINAN-202577801-01 /202262220-01

**Contractor Name:**

ERNST & YOUNG INFRASTRUCTURE ADVISORS, 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:

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**Contract Control Number:**  
**Contractor Name:**

FINAN-202577801-01 /202262220-01  
ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC

DocuSigned by:  
*Tuyen Mai*  
1216A57784614D9...  
By: .....

Tuyen Mai  
Name: .....  
(please print)  
Title: Sr Managing Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: .....  
(please print)

Title: .....  
(please print)