

SIXTH AMENDATORY AGREEMENT

THIS SIXTH 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 **WOLTERS KLUWER FINANCIAL SERVICES, INC.**, a Delaware corporation registered to do business in Colorado, whose office address is 6815 Saukview Dr., St. Cloud, MN 56303 (“Vendor”), collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the City and Wolters Kluwer Financial Services, Inc., successor-in-interest to CCH Incorporated, entered into an Agreement dated December 21, 2007, an Amendatory Agreement dated April 10, 2013, a Second Amendatory Agreement dated November 22, 2016, a Third Amendatory Agreement dated April 7, 2017, a Fourth Amendatory Agreement dated February 5, 2018, and a Fifth Amendatory Agreement dated May 23, 2018, to provide software and licenses for the CCH TeamMate electronic audit software system (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Vendor; and

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

1. All references in the Agreement to Exhibit B are amended to read Exhibits B and B-1 respectively. The budget for years 2019-2023 is described in Exhibit B-1 which is incorporated herein by reference.

2. Article 4 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“4. **TERM**: The term of the Agreement is from December 31, 2007 through December 31, 2023.”

3. Articles 5(A) and 5 (D)(i) of the Agreement entitled “**Fee**” and “**Maximum Contract Liability**” are hereby amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

A. **Fee**: The fee for the software is set out in Exhibits A, A-1 and A-2 and is due and payable in accordance with Exhibits A, A-1 and A-2. The fee for the services shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedules described in

Exhibits B and B-1.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **FIVE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND 62/100 CENTS (\$592,996.62)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement."

4. The Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

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 _____



100068332
Denver, CO

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Exhibits B and B-1.

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Contract Control Number: AUDIT-CE7A063-06

Contractor Name: WOLTERS KLUWER FINANCIAL SERVICES INC

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: AUDIT-CE7A063-06

Contractor Name: WOLTERS KLUWER FINANCIAL SERVICES INC

By: TWB

Name: TED D. BELINKY
(please print)

Title: VIP & CFO TEAMMATE
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit B-1

Budget

TM+ Annual Costs for 5 Years

5 Year Estimated Costs	2019	2020	2021	2022	2023
New TM+ Audit Maintenance	\$35,000	\$36,750	\$38,590	\$40,520	\$42,550
TM+ Advanced TeamCloud Hosting 46 Users	\$35,880	\$35,880	\$35,880	\$35,880	\$35,880
Total Annual Costs	\$70,880	\$72,630	\$74,470	\$76,400	\$78,430

AM Annual Costs for 5 Years

	2019	2020	2021	2022	2023
AM Maintenance	\$29,240	\$30,702	\$32,237	\$33,849	\$35,541
TeamCloud Hosting 46 Users	\$46,920	\$46,920	\$46,920	\$46,920	\$46,920
Total Annual Costs	\$76,160	\$77,622	\$79,157	\$80,769	\$82,461



Exhibit B-1

Budget

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TM+ Advanced TeamCloud Hosting 46 Users	\$35,880	\$35,880	\$35,880	\$35,880	\$35,880
Total Annual Costs	\$70,880	\$72,630	\$74,470	\$76,400	\$78,430

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