

### **THIRD AMENDATORY AGREEMENT**

**THIS THIRD 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 **CCG SYSTEMS, INC.**, a Virginia corporation registered to do business in Colorado, whose address is 760 Lynnhaven Parkway, Suite 203, Virginia Beach, Virginia 23452 (the “Vendor”) collectively, the “Parties”.

#### **WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated July 21, 2009, an Amendatory Agreement dated October 14, 2015, and a Second Amendatory Agreement dated October 3, 2017, collectively (the “Agreement”), to provide fleet management maintenance software and software support; 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. Article 4 of the Agreement entitled “Term” is amended to read as follows:

“4. **TERM**: The term of the Agreement is from July 1, 2009 through October 31, 2020.”

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

“5. **COMPENSATION AND PAYMENT**:

**A. Fee**: The fee for the software and services described in the SOW is **FIVE HUNDRED NINETY-EIGHT THOUSAND TWENTY-FIVE DOLLARS AND FIFTY-ONE CENTS (\$598,025.51)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule set out in the SOW and Exhibit C.

**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-EIGHT THOUSAND TWENTY-FIVE DOLLARS AND FIFTY-ONE CENTS (\$598,025.51)**. 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.”

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

4. This Third 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PWADM-201951998-03[CE95025-03]  
**Contractor Name:** CCG Systems, 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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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

PWADM-201951998-03[CE95025-03]  
CCG Systems, Inc.

By: 

Name: Joe Healey  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)