

08-1120-B

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **HARRIS CORPORATION**, a Delaware corporation, with an address of 1025 W. Nasa Boulevard, Melbourne, Florida 32919 (the "Contractor"), collectively (the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 9, 2008, and amended on September 8, 2009 relating to the certain services and software maintenance; and

WHEREAS, the Parties wish to amend the Agreement to update the Scope of Services, to stipulate in writing the term of the Agreement and to increase the compensation to the Contractor, and;

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

1. That article 1 of the Agreement entitled "**SCOPE OF SERVICES**" is hereby amended to include the attached Exhibit A-1.

2. That article 2 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"2. **TERM**: The term of the Agreement is from July 1, 2008 through June 30, 2013, unless terminated earlier pursuant to the provisions of this Agreement. The term may be extended for up to four (4) one (1) year periods by the Manager sending the Contractor a notice for a one year extension of the Agreement."

3. That article 5(D)(i) of the Agreement entitled "**MAXIMUM CONTRACT LIABILITY**" is hereby amended to read as follows:

"D. **MAXIMUM CONTRACT LIABILITY**:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered, products provided and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **\$708,000.00** (the "Maximum Contract Amount"). The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any services and that any services performed by Contractor beyond that specifically described herein are performed at Contractor's risk and without authorization under this Agreement."

4. The Agreement is assumed by the Contractor and affirmed and ratified by the Parties in each and every particular.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: *Ally Rauzi*
Chief Information Officer

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. CE83079(2)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

HARRIS CORPORATION

Taxpayer (IRS) I.D. No. 34-0276860

By: *[Signature]*

Name: *Diego Hernandez*
(please print)

Title: *Contracts Manager*

“CONTRACTOR”



Exhibit A-1