

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH 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 **Go RED LLC**, a Colorado limited liability company, whose address is 9067 Sturbridge Place, Highlands Ranch, Colorado 80129 (the “Consultant”).

### WITNESSETH:

**WHEREAS**, the City and the Consultant entered into an Agreement dated January 13, 2009, and amended on June 30, 2009 and November 2, 2010, April 7, 2011, relating to contracting with an information technology consultant familiar with business process design and improvement, project management, change management, custom software solutions and support, commercial application integration, testing and technical writing (the “Agreement”); and

**WHEREAS**, the City and the Consultant wish to amend the Agreement to increase the compensation to the Consultant; and

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

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

“2. The term of the Agreement is from January 1, 2009 through December 31, 2012.”

2. That article 3D(i) of the Agreement, entitled “**Maximum Contract Liability**” is hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

**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 and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$2,350,000.00)** (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 invoices and that any services performed by Consultant beyond that specifically described in Exhibit A or contained in an Order are performed at Consultant’s own risk and without authorization under this Agreement.”

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

**Vendor Name:**

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 \_\_\_\_\_



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

**Contract Control Number:** OC93013

**Vendor Name:** GoRed, LLC

By: Meghan Donohue

Name: Meghan Donohue  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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

