

**THIRD AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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").

09-625-C

**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 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 to include other contract language as follows; 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 3D(i) of the Agreement, entitled "**Maximum Contract Liability**" is hereby amended to read as follows:

"(i) **Maximum Contract Liability**: 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 DOLLARS (\$2,000,000.00)** (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."

2. Article 36 is hereby added to the Agreement which reads as follows:

**36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the

Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Third 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: \_\_\_\_\_  
M A Y O R

**RECOMMENDED AND APPROVED:**

By: *[Signature]*  
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. OC93013(3)

By: *[Signature]*  
Assistant City Attorney

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

**"CITY"**

**Go RED, LLC**  
Taxpayer (IRS) I.D. No. xxxxx5860

By: *Meghan Donohue*  
Title: *President*

**"CONSULTANT"**