

**AMENDATORY AGREEMENT**

**THIS 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 **ECOMMERCE SYSTEMS, INC.**, a Colorado corporation, with an address of 5575 DTC Boulevard, Suite 135, Greenwood Village, Colorado 80111 hereinafter referred to as (the “Consultant”) collectively referred to as (the “Parties”).

08-133-A

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated February 12, 2008, to provide as-needed, information technology consulting for the City (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Consultant and to update certain insurance language; 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. **TERM**: The term of the Agreement is from January 28, 2008 through August 31, 2011, unless terminated earlier pursuant to the provisions of this Agreement.”

- 2. Article 3(D)(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 the 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 \$1,050,000.00 (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 services and that any services performed by Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at the Consultant’s risk and without authorization under this Agreement.”

- 3. Article 12(B) of the Agreement entitled “Proof of Insurance” is hereby amended to read as follows:

*W*

“12. **INSURANCE:**

**B. Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant certifies that the attached certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Agreement. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.”

4. 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 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: *[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. OC83016(1)

By: \_\_\_\_\_  
Assistant City Attorney

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

**"CITY"**

**ECOMMERCE SYSTEMS, INC.**

Taxpayer (IRS) I.D. No. 84- 1493892

By: *[Signature]*

Name: Ernie D. Zeitlow  
(please print)

Title: Director of Project Delivery

**"CONTRACTOR"**

*[Handwritten mark]*