

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 **COMPRI CONSULTING, INC.**, a Colorado corporation whose address is 2601 Blake Street, Suite 110, Denver, CO 80205 (the "Consultant"). Each party may individually be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 29, 2008, relating to on call resources to supplement Technology Service teams (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Consultant, update certain insurance language and to acknowledge the Consultant's change of address as stated in the first paragraph above; 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 April 1, 2008 through December 31, 2012, unless terminated earlier pursuant to the provisions of this Agreement."

2. That article 3D(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 and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **Five Hundred Sixty Five Thousand Dollars (\$565,000.00)** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an Agreement or an amendment to the Consultant for any further services and that any services performed by Consultant beyond that specifically described 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:

“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: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: *Walter Rausi*
Chief Information Officer

APPROVED AS TO FORM:

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

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. OC84023(1)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

COMPRI CONSULTING, INC
Taxpayer (IRS) I.D. No. 84-1209929

By: *John Norris*

Name: JOHN NORRIS
(please print)

Title: MANAGER CLIENT ACCOUNTS

“CONSULTANT”

