## AMENDATORY AGREEMENT

THIS AMENDATORY AGREEM	MENT is made and entered into this day or
, 2010, by and bet	ween the CITY AND COUNTY OF DENVER, a
municipal corporation of the State of Colorad	do (the "City"), and COMPRI CONSULTING, INC.
a Colorado corporation whose address is 2	601 Blake Street, Suite 110, Denver, CO 80205 (the
"Consultant"). Each party may individual	ly 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. <u>Proof of Insurance</u>: 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:
	By: 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. OC84023(1)
By: Assistant City Attorney	By:Auditor
	"CITY"
	COMPRI CONSULTING, INC Taxpayer (IRS) I.D. No. 84-1209929
	By: John Norres  Name: John Norres  (please print)  Title: MANAGER CLIENT ACCOUNTS
	Title: MANAGER CLIENT ACCOUNTS
	"CONSULTANT"

ACORD

Oct. 21 1998 Ø1:38AM P1

CERTIFICATE OF LIABILITY INSURANCE

OP 10 15

DATE (MM/DD/YYYY)

08/10/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsemen	11(2).	CONTACT				
*Moducin	NAME FAX PHONE (A/C, No):					
Lawson Insurance Agency, Inc.		(A/C, No, Ext):				
7675 W. 14th Avenu≙ #20↓		ADDRESS:				
Lakewood CO 80214		COSTONETCION	e desire on .	INDER OFFICE OF THE PROPERTY O	NAIC#	
Phone:303-238-4381 Fax:30	3-232-1694		www.retom. rew.	IDING COVERAGE	24724	
INSURED		1	and the second second	ness Insurance	24724	
COMPRI CONSULTING INC		MOURER B. DELECO III				
DENT BLAKE ST SULTE TAV		INSURERC: Allied World Assurance Co.				
DENVER CO 80205		INSURER D :		and the second second second		
		INSURER E:				
		INSURER F :				
COVERAGES CERTIFIC	ATE NUMBER:			REVISION NUMBER:		
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE IN-	ERM OR CONDITION OF ANY CONTRA BURNANCE ASSOCIATION BY THE POLICIE	CT OR OTHER DOCUMENTS	SUBJECT TO AL	L THE TERMS,		
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE IN- EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIM		D BY PAID CLAIMS				
	WYD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	***************************************	
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(Mandatory in NH)				EL DISEASE - EA EMPLOYEE		
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CERTIFICATE HOLDER		CANCELLATION				
					n offor	
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	ACCORDANCE WITH THE POLICY PROVISIONS.					
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CITY AND COUNTY OF D	EDV 301	AUTHORIZED REPRES	/ /.	9		
DENVER CO 80202	UF1 2V1	Jim Lawson	1 2/13	person		
, DENVER CO CVAVA		BULL LUNG HOULE		A CONTRACTOR OF THE PARTY OF TH		

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