

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **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 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 extend the term and 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. That article 2 of the Agreement, entitled "**TERM**" is hereby amended to read as follows:

"2. **TERM**: The term of the Agreement is from January 1, 2009 through December 31, 2011, 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:

"(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 **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750, 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."

09-025-B

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

IN WITNESS WHEREOF, the parties hereto have executed this Second 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: *Holly Kanis*
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(2)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

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

By: *Meghan Donohue*
Title: *President*

“CONSULTANT”