

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RASSMAN DESIGN LLC**, a Colorado limited liability company, whose address is now 750 N Gaylord St, Denver, CO 80206 (the “Consultant”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an On-Call Technology Services Agreement dated December 15, 2017, an Amendatory Agreement dated January 24, 2020, and a Second Amendatory Agreement dated September 21, 2022, to provide strategic marketing and creative services to plan, manage, and implement traditional and digital marketing solutions to promote and elevate the City’s brand (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Article 2 of the Agreement, titled “**TERM**,” is amended to read as follows:

“2. **TERM**: The term of the Agreement (“Term”) shall commence on December 1, 2017, and shall terminate on December 31, 2026, unless earlier terminated in accordance with the Agreement.”

2. Effective upon execution, a new Article 37, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“37. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

3. Effective upon execution, a new Article 38, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“38. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Consultant shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Consultant shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
5. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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By:

Contract Control Number:
Contractor Name:

TECHS-202581469-03 / TECHS-201738505-03
RASSMAN DESIGN LLC

By:

Signed by:
John Rassman
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Name:

John Rassman
(please print)

Title:

Principal
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)