

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“**First Amendment**”) is made and entered into this _____ day of _____, 2010 (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **Imagebase**, a Colorado limited liability company, whose address is 9145 East Kenyon Avenue, Suite 201, Denver, Colorado 80237 (the “**Contractor**”), individually referred to herein as a “**Party**” and jointly as the “**Parties**”.

WHEREAS, the Parties entered a Professional Services Agreement (“**Agreement**”) on August 11, 2009 (Clerk Filing # 09-724) with respect to a records digitization project;

WHEREAS, the Agreement described multiple phases for this project within the Scope of Project attached as Exhibit A-2 to the Agreement, but only authorized and funded Phase 1;

WHEREAS, the Parties now wish, by means of this First Amendment, to include and fund Phases 2 and 5b, as described in the Scope of Project to the Agreement;

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

I. That sub-section C of section 1 of the Agreement is amended to read as follows:

1. **WORK TO BE PERFORMED:**

C. Phases: The Work shall be performed for only Phases 1, 2 and 5b of the projected five phases, as described in Exhibit A-2. Future phases are identified in the exhibits for informational purposes only and must be authorized by another amendment to this Agreement or a separate contract. The Contractor shall not commence work on any future Phase (other than Phases 1, 2 and 5b) until the Contractor and the City execute another amendment to this Agreement or another contract.

II. That sub-section A of section 4 of the Agreement is amended to read as follows:

4. **COMPENSATION AND PAYMENT:**

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of Five Hundred Forty-Six Thousand Three Hundred Dollars (\$546,300.00) for Phases 1, 2 and 5b, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the

09-724-A

Contractor that all of the approved invoices for the Work will total or approximate the Maximum Contract Amount.

III. Except as expressly amended by this First Amendment, the Agreement is hereby affirmed and ratified in all particulars.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.

SIGNATURE BLOCK BEGINS ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day, month, and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: 
Clerk and Recorder

APPROVED AS TO FORM:

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

REGISTERED AND COUNTERSIGNED:

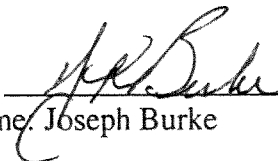
By: 
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No. CE96003(1)

By: _____
Auditor

“CITY”

Imagebase
Taxpayer (IRS) Identification Number
01-0829268

By: 
Name: Joseph Burke

Title: President

“CONTRACTOR”

