

**SECOND AMENDMENT TO ON CALL  
TECHNOLOGY SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO ON CALL TECHNOLOGY SERVICES AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AOR, INCORPORATED**, a Colorado corporation, whose address is 1020 Cherokee Street, Denver, Colorado 80204 (the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated January 16, 2018, and Amendatory Agreement dated April 10, 2019, to provide the services outlined in the statement of work (“Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and to increase the Maximum Contract Liability.

**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 amended to read as follows:

**2. TERM:** The term of this Agreement shall commence on December 1, 2017, and shall terminate on December 1, 2022, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, including pricing, by written amendment to this Agreement. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

2. Article 3. D. (i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

**3. COMPENSATION AND PAYMENT:**

**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 **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)** (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 **Exhibit A** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

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

4. This Second Amendment to On Call Technology Services 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** TECHS-201952400-02 (Alfresco No. TECHS-201738497-02)  
**Contractor Name:** AOR INCORPORATED

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-201952400-02 (Alfresco No. TECHS-201738497-02)  
AOR INCORPORATED

By: DocuSigned by:  
*Matthew Keeney*  
24459AB15FEF4EA... \_\_\_\_\_

Name: Matthew Keeney  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)