

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **COLORADO LIBRARY CONSORTIUM**, a Colorado nonprofit, whose address is 7400 E. Arapahoe Rd., Suite 75, Centennial, CO 80112 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated May 20, 2022, and an Amendatory Agreement dated November 30, 2023, for digitization services for the Denver Public Library; 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. Upon execution of this Second Amendatory Agreement, all references to “Exhibits A and A-1” in the Agreement shall now refer to “Exhibits A, A-1, and A-2,” as applicable to the context. Exhibit A-2, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibit A, A-1, and A-2, Exhibit A-2 shall control.

2. Subsection 4.5.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“**4.5.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement, titled “**INTENTIONALLY OMITTED**,” is amended to read as follows:

“**20. DIGITAL ACCESSIBILITY REQUIREMENTS:** To the extent required by law, the Contractor shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Colorado Office of Information Technology under Colo. Rev. Stat. § 24-85-103 (the “Accessibility Standards”).”

4. Section 37 of the Agreement, titled “**PAYMENT OF CITY MINIMUM WAGE**,” is amended to read as follows:

“**37. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and

that any failure by the Contractor, 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.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Second 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: BOOKS-202582033-[02] / 202262085-02
Contractor Name: COLORADO LIBRARY CONSORTIUM

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: BOOKS-202582033-[02] / 202262085-02
Contractor Name: COLORADO LIBRARY CONSORTIUM

DocuSigned by:
By: James Duncan
16316948428A494...

Name: James Duncan
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

Digitization of the Rocky Mountain News Project - Statement of Work

The Colorado Historic Newspapers Collection (CHNC) is a service of the Colorado State Library, but is fiscally managed by the Colorado Library Consortium (CLiC), and is executed by State Library staff specifically employed to manage the service.

Key State Library Contract Staff: CHNC staff will project manage the digitization work of the paper originals for the Rocky Mountain News as well as microfilm from either DPL or History Colorado, depending upon availability. Staff will also liaise with the subcontractors, designated DPL staff, and others involved in the process.

- CHNC Project Manager: Leigh Jeremias (ljeremias@coloradovirtuallibrary.org), Digital Collections Senior Consultant.
- CHNC Systems Administrator: Dave Hodgins (dhodgins@coloradovirtuallibrary.org), Chief Technology Manager.

Key DPL Staff: DPL designated staff will assist in preparing the physical newspaper volumes for the digitization process, arranging dropoff and pickup of the materials, as well as any pre-work that needs to be completed before scanning can commence. Designated staff will also provide access to necessary microfilm for later years of the Rocky Mountain News publication.

- Project Director: Rachel Vagts (rvagts@denverlibrary.org), Special Collections and Digital Archives Manager.
- Project Manager: Sarah Ganderup (sganderup@denverlibrary.org), Senior Special Collections Librarian, Western History and Genealogy Dept.

Subcontractors: The services of the following subcontractors will be utilized to create the necessary digital files used in this project.

- DocuTek Inc.: (<http://www.edocutek.com/>) will provide the scanning of the paper originals and microfilm to create high quality TIFF images that meet the stated expectations of the project. The CHNC staff have been working with DocuTek Inc. for TIFF creation for inclusion in the CHNC since 2015.
- Digital Divide Data Ventures LLC: (<https://www.digitaldividedata.com/>) will provide digitization processing of the TIFF and any PDF files of newspaper pages, creating METS/ALTO metadata files, the international standard for Newspaper data, including JP2000, PDF, XML, and OCR text output. These files will meet the stated expectations for the projects. The CHNC staff have been working with Digital Divide Data Ventures LLC for METS/ALTO output for inclusion in the CHNC since 2015.

Project Introduction:

The CHNC was created to bring together the unique digital content of the historical newspapers published within the state of Colorado and make them freely available to the world. The CHNC website is a portal that allows visitors to discover and access facsimile representations of newspaper content that can then be downloaded, clipped, read or tagged for greater discovery by others.

For its entire run, RMN was an important source of information throughout Colorado and the surrounding territories. The early issues of RMN cover some of the most important aspects of not only Western history, but American history as a whole. Aside from the boundless benefits for teachers, historians, and general researchers, RMN's coverage of social, political, and cultural happenings has lasting significance for political science, public policy, sociology, and many other social science disciplines. At present, only a limited selection of RMN's 150 years in print is available online, and mostly on a subscription basis (NewsBank), making it outside the reach of most libraries and therefore the public at large. The full run of RMN is currently only available through microfilm at a limited number of institutions.

Scope of Work:

The CHNC staff, working closely with designated staff from DPL's Western History and Genealogy Library will provide the following services.

CHNC Staff will:

- liaise with the scanning vendor to track the progress and quality of the digital images created, and will collect digital files from the vendor on an ongoing basis.
- send the digital files to the secondary digitization vendor on an agreed upon schedule for the creation of METS/ALTO output files for inclusion in the CHNC database.
- load the METS/ALTO output into the CHNC database where it will be indexed and added to the collection of over 3 million newspaper pages, making it immediately discoverable by researchers worldwide.
- liaise with an identified representative of the DPL team and report on the progress of the digitization process and when new content is loaded into the CHNC. CHNC staff will also communicate with this individual if any problems or questions about the content being digitized come to light.
- invoice DPL for the cost of the digitization work completed on their behalf on a monthly basis. DPL will have 15 days to provide payment for services rendered.

DPL Staff will:

- provide access to identified volumes or reels of the newspaper title and years to be digitized to third party vendors for the purpose of disbinding and scanning the individual

pages of the collection. Transportation to and from the disbinding vendor will be the responsibility of DPL. The cost of disbinding will also be the responsibility of DPL and falls outside the scope of work provided by the CHNC.

- liaise with the scanning vendor for delivery and pickup of the physical disbound newspaper volumes or microfilm reels on an agreed upon schedule.
- pay all invoices for work completed by the due date specified on each invoice.
- report any concerns, issues, or changes regarding the production schedule, designated contacts within DPL, or any other issue that may pertain to the project, to the CHNC Project Manager immediately.

Timeline:

- The work on this agreement will commence on approval of the contract. As the disbinding of newspaper volumes is outside the scope of this agreement, that activity is already underway.
- Physical paper materials delivered to DocuTek Inc. will be scanned using their BookEye scanner and generated TIFF files returned to CHNC staff on an ongoing basis via FTP. This process will continue until all issues of available Rocky Mountain News content are digitized and the project is complete.
- TIFF files will be sent to Digital Divide Data Ventures LLC. (DDD) as available via FTP. DDD will continue to create METS/ALTO output on the TIFF images sent to them until all issues of available Rocky Mountain News content are processed and the project is complete.
- The contract will continue until all issues of available Rocky Mountain News content have been digitized, processed, and ingested into the CHNC service, or five years from the date of the start of the contract has been reached.

Payment Schedule:

Task	Deliverable	Cost
Creation of digital TIFF files from original paper newspaper pages.	TIFF files for further processing.	\$0.30/TIFF (per page)
Creation of digital TIFF files from microfilm.	TIFF files for further processing.	\$0.10/TIFF (per page)
Processing of TIFF files or	METS/ALTO output files with	\$0.50/page

PDFs (when appropriate) to create METS/ALTO output.	JP2000, XML, PDF and OCR text.	
License upgrade fee for each page addition to the database.	Inclusion of METS/ALTO files in the CHNC online database.	\$0.05/page

The CHNC staff will invoice Denver Public Library on the 25 day of every month after the onset of the contract, and include all charges for activity completed/invoiced by the subcontractors by that date. It is expected that Denver Public Library will pay all invoices for services rendered within 15 days of receipt of an invoice from the CHNC, regardless of the status of the final product in the process. As each vendor will be invoicing CHNC at the completion of their portion of the work, DPL will be expected to cover those costs appropriately and in real time.

The charges associated with this project are one-time only. The State Library of Colorado assumes responsibility for all continuing costs, which include server hardware, system software, support personnel, maintenance, upgrades and associated technology costs. CLiC and Colorado State Library will not charge any additional fees, subscriptions or other costs after the project is complete.