

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FUSE COMMUNICATION LIMITED**, a Colorado limited liability company, whose address is 1020 30<sup>th</sup> St., Denver, CO 80205 (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated January 8, 2021 (the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A.

**B.** The Parties wish to amend the Agreement to extend the Term, and to make such other amendments herein set forth.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “Exhibit B” in the Agreement shall be amended to read: “Exhibit B and Exhibit B-1”. Exhibit B-1 is attached hereto and incorporated herein by this reference.

2. Section 4 of the Agreement entitled **TERM AND TERMINATION** Sub-section 4.01 entitled **Term** is amended to read as follows:

“**4.01. Term.** The term of this Agreement shall commence on January 15, 2021 and shall expire on January 14, 2026, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

3. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.06 entitled **No Discrimination in Employment** is hereby deleted in its entirety and replaced with:

“**6.06. No Discrimination in Employment:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.19 of the Agreement entitled **No Employment of Illegal Aliens to Perform Work Under the Agreement** is hereby deleted in its entirety.

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

6. This Amendatory Agreement will not be 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**  
**[SIGNATURE PAGES FOLLOW]**

Contract Control Number: DOTI-202369366-01 [202056626-01]  
Contractor Name: Fuse Communication Limited

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:

\_\_\_\_\_

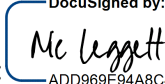
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By:

\_\_\_\_\_

Contract Control Number:  
Contractor Name:

DOTI-202369366-01 [202056626-01]  
Fuse Communication Limited

By:  DocuSigned by:  
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Name: Nic Leggett  
(please print)

Title: Co-owner / Creative Director  
(please print)

ATTEST: [if required]

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

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

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

# Exhibit B-1

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Fuse Communication d/b/a OceanGirl Design

Category: 10

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Public Information Director	Writing, day-to-day team communication, shareholder / constituent outreach, communication planning, public meetings / engagements	\$175
Asst. PI Director / Creative	Collateral creation / design (printed + web), hotline management, email campaign creation / management, text campaign management, database management, communication planning, branding	\$175

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.