AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **MAPLIGHT**, a California nonprofit, whose address is 2150 Allston Way, Ste 320, Berkeley, CA 94704 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated December 9, 2020, for the use and support of campaign finance information software (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. As of December 9, 2025, all references to "Exhibit B" in the Agreement shall now refer to "Exhibits B and B-1," as applicable to the context. Exhibit B-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter from and after December 9, 2025. In the event of any conflict between Exhibit B and Exhibit B-1, Exhibit B-1 shall control.
- **2.** Subsection 10.2(a) of the Agreement, titled "<u>Compliance and Testing</u>," is amended to read as follows:
 - "a. <u>Compliance</u>. The Contractor shall comply with, and the Products and Services 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., to the extent required by law. The Contractor 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."
 - **3.** Section 17 of the Agreement, titled "**TERM**," is amended to read as follows:
 - "17. <u>TERM</u>: The term of the Agreement ("Term") shall commence on December 15, 2020, and expire, unless sooner terminated, on December 15, 2030."
- **4.** Subsection 18.4.1 of the Agreement, titled "<u>Maximum Contract Liability</u>," is amended to read as follows:
 - "18.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Two Hundred Forty-Eight Thousand Two Hundred Forty-Eight Dollars (\$1,248,248.00) (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."
- **5.** Section 36 of the Agreement, titled "<u>NO DISCRIMINATION IN EMPLOYMENT</u>," is amended to read as follows:
 - **"36. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this 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."

- **6.** Effective upon execution, a new Section 54, titled "<u>COMPLIANCE WITH DENVER WAGE</u> LAWS," is hereby added to the Agreement and shall read as follows:
 - **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."
 - 7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
- **8.** This 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.
- **9.** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit B-1**, Quote for Contract Extension.

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| Contract Control Number: Contractor Name: | TECHS-202579164-01 (202056465-01) MAPLIGHT |
|---|--|
| IN WITNESS WHEREOF, the pa Denver, Colorado as of: | arties have set their hands and affixed their seals at |
| SEAL | CITY AND COUNTY OF DENVER: |
| ATTEST: | By: |
| | |
| APPROVED AS TO FORM: | REGISTERED AND COUNTERSIGNED: |
| Attorney for the City and County of By: | EDenver By: |
| | |
| | By: |

Contract Control Number: Contractor Name:

TECHS-202579164-01 (202056465-01) MAPLIGHT

| By: | Docusigned by: Danil & Newmen 2971AG2109814DA |
|---------|---|
| | |
| Name: | Daniel G. Newman |
| | (please print) |
| Title: | President (please print) |
| - | (please print) |
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| | |
| ATTE | ST: [if required] |
| By: | |
| | |
| Name: | |
| rvainc. | (please print) |
| | |
| Title: | (please print) |
| | (please print) |

Exhibit B-1



Quote for Contract Extension

City and County of Denver – SearchLight Denver system

Annual subscription rates:

Year 1 (begins Dec. 9, 2025) \$86,520.00

Year 2 \$89,115.60

Year 3 \$91,789.07

Year 4 \$94,542.74

Year 5 \$97,379.02

Contact:

Dan Newman, dan@maplight.org