

**AMENDMENT TO ON CALL  
TECHNOLOGY SERVICES AGREEMENT**

**THIS 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 **STREET SOURCE MARKETING AND COMMUNICATIONS, L.L.C.**, a Colorado limited liability company, whose address is 1575 Vine Street, Denver, Colorado 80206 (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, to provide the services outlined in the statement of work (“Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to increase the compensation to the Consultant.

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

**1.** 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 **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)** (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.”

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

**3.** This 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:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-201738506-01

Contractor Name: STREET SOURCE MARKETING  
COMMUNICATIONS L.L.C.

By: Ivan W. Burwell

Name: Ivan W. Burwell  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

