

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 **BIBLIOTHECA, LLC**, a Delaware limited liability company, whose address is 3169 Holcomb Bridge Road, Suite 200, Norcross, GA 30071 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated March 15, 2023, for software solutions for the Denver Public Library (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. Effective upon execution, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached and will control from the date of execution.

2. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: This Agreement will commence on February 1, 2023, and will expire, unless sooner terminated, on October 31, 2028 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

3. Subsection 5.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“5.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Ninety Thousand One Hundred Thirty-Seven Dollars and Twenty Cents (\$890,137.20) (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 Exhibits. Any services performed beyond those in Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Effective upon execution, a new Section 50, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“50. **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 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 B-1**, Order Form.

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Contract Control Number: BOOKS-202476983-01 / 202265188-00
Contractor Name: BIBLIOTHECA LLC

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:

BOOKS-202476983-01 / 202265188-00
BIBLIOTHECA LLC

By: _____
DocuSigned by:
Matthew Bellamy
164016472DDE47D...

Name: Matthew Bellamy
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

ORDER FORM – 001

Solution as a Service: Denver Public Library

Original Order

Solution	Quantity
selfCheck™ 1000 freestanding kiosk (white)	47
libraryConnect devices, annual subscription (26-50 devices)	1
Service and Maintenance	5
Shipping and Delivery	1

Solution as a Service Annual Payments:

Year	Description	Annual Fee
1	SaaS listed above	\$153,845.33
2	SaaS listed above	\$153,845.33
3	SaaS listed above	\$153,845.33
4	SaaS listed above	\$153,845.33
5	SaaS listed above	\$153,845.33
	Total	\$769,226.65

Change Order 001 10/11/23

Solution	Quantity
selfCheck™ 1000 freestanding kiosk (white)	-10
selfCheck™ 1000 sandblasted standard shelf (retrofit)	+6
selfCheck™ 1000D desktop kiosk (white)	+8

Change in Annual Payments

Year	Description	Annual Fee
1	SaaS listed above	-\$3,979.72
2	SaaS listed above	-\$3,979.72
3	SaaS listed above	-\$3,979.72
4	SaaS listed above	-\$3,979.72
5	SaaS listed above	-\$3,979.72
	Total	-\$19,898.60

Revised Order – 10/11/23

Solution	Quantity
selfCheck™ 1000 freestanding kiosk (white)	44
selfCheck™ 1000 sandblasted standard shelf (retrofit)	6
selfCheck™ 1000D desktop kiosk (white)	1
libraryConnect devices, annual subscription (26-50 devices)	1
Service and Maintenance	5
Shipping and Delivery	1

Solution as a Service Annual Payments:

Year	Description	Annual Fee
1	SaaS listed above	\$149,865.61
2	SaaS listed above	\$149,865.61
3	SaaS listed above	\$149,865.61
4	SaaS listed above	\$149,865.61
5	SaaS listed above	\$149,865.61
	Total	\$749,328.05

Change Order 002 12/18/23

Solution	Quantity
selfCheck™ 1000 service and maintenance 5 years (17 previously purchased)	17

Change in Annual Payments

Year	Description	Annual Fee
1	SaaS listed above: 11/1/23 – 10/31/24	\$28,161.93
2	SaaS listed above: 11/1/24 – 10/31/25	\$28,161.93
3	SaaS listed above: 11/1/25 – 10/31/26	\$28,161.93
4	SaaS listed above: 11/1/26 – 10/31/27	\$28,161.93
5	SaaS listed above: 11/1/27 – 10/31/28	\$28,161.93
	Total	\$140,809.65

Total Revised Order – 12/18/23

Solution	Quantity
selfCheck™ 1000 freestanding kiosk (white)	44
selfCheck™ 1000 sandblasted standard shelf (retrofit)	6
selfCheck™ 1000D desktop kiosk (white)	1
libraryConnect devices, annual subscription (26-50 devices)	1
Service and Maintenance	5
Shipping and Delivery	1
selfCheck™ 1000 service and maintenance 5 years (17 previously purchased)	17

Solution as a Service Annual Payments:

Year	Description	Annual Fee	Invoiced	Payment
1	SaaS listed above: 11/1/23 – 10/31/24	\$178,027.44	\$153,845.33	\$153,845.33
	Remaining Balance Due to invoice	\$24,182.11		
2	SaaS listed above: 11/1/24 – 10/31/25	\$178,027.44	\$153,845.33	
	Remaining Balance Due	\$24,182.11		
3	SaaS listed above: 11/1/25 – 10/31/26	\$178,027.44		
4	SaaS listed above: 11/1/26 – 10/31/27	\$178,027.44		
5	SaaS listed above: 11/1/27 – 10/31/28	\$178,027.44		
	Total	\$890,137.20		

The Solution as a Service term commences upon date of first product delivery. Invoicing and payment per terms of the agreement.

Accepted and Agreed to by:

Library:

By: _____

Printed Name: _____

Title: _____

Date: _____