

# CONTRACT AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> State Purchasing and Contracts Office	<b>Original Contract Number</b> 141263
<b>Contractor</b> Lumenati Productions LLC	<b>Amendment Contract Number</b> 177549
<b>Current Contract Maximum Amount</b>	<b>Contract Performance Beginning Date</b> September 1, 2019
	<b>Current Contract Expiration Date</b> August 31, 2023

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b> Lumenati Productions LLC</p> <p>DocuSigned by:  BB006A75347F494...</p> <p style="text-align: center;">By: Alex Dean Rodriguez</p> <p style="text-align: center;">Date: 8/9/2022</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Personnel &amp; Administration State Purchasing &amp; Contracts Office</p> <p>DocuSigned by:  EF45AFDEB51E414...</p> <p style="text-align: center;">By: John Chapman State Purchasing Manager</p> <p style="text-align: center;">Date: 8/10/2022</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  8D1AC497138C48B...</p> <p style="text-align: center;">By: Rachael Kamlet Name of Agency or IHE Delegate</p> <p style="text-align: center;">Amendment Effective Date: 8/10/2022</p>	
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**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Contract or Month Day, Year, whichever is earlier.

**4. PURPOSE**

To amend the original contract with Accessibility terms, as well as to extend the contract for another option year from

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The State Price Agreement pertains to agencies and political subdivisions as specified below. R-24-102-202-01 Mandatory and Permissive Price Agreements.

(a) “Price agreement” means a contract negotiated, managed and maintained by the department for commonly sourced supplies and services. These contracts may be used by all governmental bodies, institutions, local governments and nonprofits certified pursuant to section 24-110-207.5, C.R.S.

C Accessibility

i. Contractor shall comply with:1) the Work Product provided under this Contract 2) all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most

current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

Work that is awarded to the vendor as a result of an existing relationship with a state agency or political subdivision but is not under a formal contract with that entity shall be by default NOT exempt from the 1% administrative fee even if the entity does not specify that they are using the state price agreement.

## **6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.