# **MODIFICATION NO. 1**

## 180029-PH, IT MASTER SERVICE AGREEMENT

THIS MODIFICATION NO. 1 is being entered into, effective as of \_\_\_\_\_\_\_, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and ARISANT, LLC, (hereinafter the "Company"), a limited liability company organized and existing under the laws of the State of Colorado, having its principal office located at 383 Inverness Parkway, Suite 175, Englewood, Colorado 80112.

The purpose of this Modification is to increase the annual not-to-exceed amount, extend the performance period, and update the counterpart signature clause of the agreement to provide for electronic signatures.

The Agreement between the City and the Company dated March 22, 2018 is hereby modified as follows:

## 1. Section A-2 Agreement Amount

REFERENCE: A-2

- DELETE: The aggregate amount of Task Orders issued by the City under this Agreement shall not exceed \$250,000 per year.
- ADD: The aggregate amount of Task Orders issued by the City under this Agreement shall not exceed \$462,500 per year.

## 2. <u>Section A-3 Performance Period</u>

REFERENCE: A-3

DELETE: The City reserves the right to exercise up to four (4) one-year options to extend the Agreement.

ADD: The City reserves the right to exercise up to five (5) one-year options to extend the Agreement.

## 3. Section E-31 Counterpart Signatures

- REFERENCE: E-31
- DELETE: In its entirety
- ADD: This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

#### 4. General

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 1 take precedence. All other Contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification to be executed by their duly authorized representatives.

CITY OF LAS VEGAS		ARISANT, LLC. DocuSigned by: Mclas (veslatt	11/14/2022   8:32 AM PST
Signature	Date	CE1845E720B1453 Signature	Date
		Niklas Iveslatt	
Printed Name		Printed Name	
		Senior Partner	
Title		Title	
ATTEST:			
LuAnn D. Holmes, MMC City Clerk	Date		
APPROVED AS TO FORM:			
Timothy J. Gerwein 11/9/2022   9:52 AM PST			
Deputy City Attorney	Date		
Timothy J. Geswein			

Printed Name