

REVIVAL AND SIXTH AMENDATORY AGREEMENT

THIS REVIVAL AND SIXTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DYNAMIC IMAGING SYSTEMS, INC.**, a New Jersey corporation, whose address is Suite 9 868 Haddon Ave 1st Floor, Collingswood, NJ 08108 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated January 9, 2007, and subsequently amended the Agreement on December 11, 2007, June 8, 2010, October 25, 2012, June 11, 2014, and most recently on October 12, 2016, for the use and support of the mugshot database software supporting the Denver Department of Safety (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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 January 1, 2023, all references to Exhibits A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from January 1, 2023.

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

“4. **TERM**: The term of the Agreement (“Term”) shall commence on September 1, 2006, and expire, unless sooner terminated, on December 31, 2025.”

3. Subsection 5(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Three Hundred Seventy-Three Thousand Four Hundred Forty-Three Dollars (\$1,373,443.00) (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 **Exhibits A, A-1, A-2, A-3, and A-4**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, and A-4** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 8 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“**8. EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives

shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

5. Section 24 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**24. 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. Section 37 of the Agreement, titled “**PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS AGREEMENT**,” is amended to read as follows:

“**37. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the

E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Revival and Sixth 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 A-4**, Scope of Work.

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Contract Control Number: TECHS-202265934-06 (TECHS-CE64037-06)
Contractor Name: DYNAMIC IMAGING SYSTEMS, INC

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:

TECHS-202265934-06 (TECHS-CE64037-06)
DYNAMIC IMAGING SYSTEMS, INC

DocuSigned by:
By: Cindy Feast
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Name: Cindy Feast
(please print)

Title: Operations & Support Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4 - CITY AND COUNTY OF DENVER – UPDATED MAINTENANCE SCHEDULE

	Date	Hardware	SW, I/F & Hosts	Escrow	Test Env HW	Test Env SW	Test Env I/F	Total
Year 17	01/01/2023–12/31/2023	\$4,133.00	\$59,590.00	\$900.00	\$162.00	\$3,833.00	\$2,022.00	\$70,640.00
Year 18	01/01/2024 – 12/31/2024	\$4,670.00	\$65,424.00	\$900.00	\$170.00	\$4,025.00	\$2,123.00	\$77,312.00
Year 19	01/01/2025 – 12/31/2025	\$4,904.00	\$68,695.00	\$900.00	\$179.00	\$4,226.00	\$2,229.00	\$81,133.00

Three Year Total: \$229,085

Year 17 (01/01/2023-12/31/2023) – No Additions

Year 18 (01/01/2024-12/31/2024) - Add Additional Host: \$315.00 Employee Host

Year 18 Possible Addition of Diversion Center

Add Additional Software, Hosts, Interface, and Hardware to Maintenance Schedule

\$330.00 – Additional Hardware

\$2,539.00 – Additional PictureLink, Positive ID+, Live Scan Interface and Host for Diversion Center Capture Station

Please Note: These amounts will be removed/prorated during the Year 18 depending on if/when the Diversion Center is implemented.

Professional Services Fees: (Based on hourly rates)

Technical Services	\$150/hr	Description of Technical Services: Livescan Interfaces, Host Interface (JMS/RMS) Forms Creation, Screen Design/Changes Data Conversion Project Management Remote Installation Web Based Training.
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The above amount will increase if there are additional purchases during the above 5-year period.

DYNAMIC IMAGING SYSTEMS - LIVE SCAN INTERFACE FOR DENVER DIVERSION CENTER

Agency Name: Denver Sheriff Department - City & County of Denver
 Address: 201 W Colfax Ave, Denver, CO 80202
 Contact: Jason Moody
 Contact Email/Phone: Jason.Moody@denvergov.org / (720) 913-4376
 Quote Date: 06/29/2022

Quote Number: 20220629_DenverCty_CO_LS Int
 Prepared by: Cindy Feast
 cfeast@dynamicimaging.com
 (856) 988-1545
 Expiration Date: 10/31/2022

QTY	Description	Unit Cost	Ext. Cost	Year 1 Customer 24/7 Uplift	Year 2 Customer 24/7 Maintenance
Interfaces					
1	Live Scan Interface for Diversion Center	\$4,320.00	\$4,320.00	\$475.20	\$907.20
Services					
1	Remote Installation & Training (per day)	\$600.00	\$600.00	N/A	N/A
1	Technical Services	\$600.00	\$600.00	N/A	N/A
1	Project Management Services	\$600.00	\$600.00	N/A	N/A
Travel & Expenses					
		N/A	N/A	N/A	N/A
TOTAL DYNAMIC IMAGING SYSTEMS PICTURELINK			\$6,120.00	\$475.20	\$907.20

Notes:

Quote only covers products and services listed herein. Quote is valid only through the expiration date indicated herein. No feature, function or characteristic not described herein is implied. Applicable Taxes are not shown.

The PictureLink Software and Imaging System include a one (1) year **Standard Warranty** on hardware from date of delivery; software updates for one (1) year, and technical support via telephone 9:00am - 6:00 pm EST Monday - Friday.

Maintenance Options (after Year 1):

Standard Maintenance Cost (15% of Software and Hardware): (9am – 6pm, Monday through Friday)

Extended Maintenance Cost (18% of Software and Hardware): (9am – 9pm, Sunday through Saturday)

DYNAMIC IMAGING SYSTEMS - ADD'L PICTURELINK CAPTURE STATION

Agency Name: Denver Sheriff Department - City & County of Denver
 20220411_DenverCty_CO_Add'l PL Address: 201 W Colfax Ave, Denver, CO 80202
 Contact: Jason Moody
 Contact Email/Phone: Jason.Moody@denvergov.org / (720) 913-4376
 Quote Date: 04/12/2022

Quote Number:
 Prepared by: Cindy Feast
 cfeast@dynamicimaging.com
 (856) 988-1545
 Expiration Date: 10/31/2022

QTY	Description	Unit Cost	Ext. Cost	Year 1 Customer 24/7 Uplift	Year 2 Customer 24/7 Maintenance
Picturelink Administrative Software					
1	Picturelink Application Server	\$3,990.00	Use Existing	\$0.00	\$0.00
1	Arrest Database	\$2,000.00	Use Existing	\$0.00	\$0.00
Picturelink Capture Station Software					
1	Capture Machine License	\$5,570.00	\$5,570.00	\$612.70	\$1,169.70
PositiveID+ Client Software - Enroll					
1	Positive ID+ Machine License per seat (Qty 2-4)	\$700.00	\$700.00	\$77.00	\$147.00
Picturelink Hardware					
1	Uniform Background	\$125.00	\$125.00	N/A	N/A
1	Picturelink Setup kit	\$45.00	\$45.00	N/A	N/A
<i>Digital Camera Hardware</i>					
1	Canon EOS Rebel T7 w/18-135mm Lens (Adapters, Cable, Memory Card)	\$1,213.00	\$1,213.00	\$133.43	\$254.73
1	Pan & Tilt Model 340 w/ 20' Cable (Used for Scars marks and tattoos)	\$248.00	\$248.00	\$27.28	\$52.08
1	Digital Mount Kit	\$75.00	\$75.00	N/A	N/A
1	Digital Lighting Kit	\$375.00	\$375.00	N/A	N/A
1	Shipping and Handling	\$100.00	\$100.00	N/A	N/A
Futronics FS80H USB Reader					
1	5 to 19	\$112.00	\$112.00	\$12.32	\$23.52
<i>Interfaces</i>					
1	Host Interface Services (ATIMS & Versaterm)	\$4,320.00	Use Existing	\$0.00	\$0.00
Services					
1	Remote Installation & Training (per day)	\$600.00	\$600.00	N/A	N/A
1	Technical Services	\$600.00	\$600.00	N/A	N/A
1	Project Management Services	\$600.00	\$600.00	N/A	N/A
Travel & Expenses					
		N/A	N/A	N/A	N/A
TOTAL DYNAMIC IMAGING SYSTEMS PICTURELINK			\$10,363.00	\$862.73	\$1,647.03

Notes:

Quote only covers products and services listed herein. Quote is valid only through the expiration date indicated herein. No feature, function or characteristic not described herein is implied. Applicable Taxes are not shown.

The PictureLink Software and Imaging System include a one (1) year **Standard Warranty** on hardware from date of delivery; software updates for one (1) year, and technical support via telephone 9:00am - 6:00 pm EST Monday - Friday.

Maintenance Options (after Year 1):

Standard Maintenance Cost (15% of Software and Hardware): (9am – 6pm, Monday through Friday)

Extended Maintenance Cost (18% of Software and Hardware): (9am – 9pm, Sunday through Saturday)

DYNAMIC IMAGING SYSTEMS - ADD'L PICTURELINK CAPTURE STATION

Agency Name: Denver Sheriff Department - City & County of Denver
 Address: 201 W Colfax Ave, Denver, CO 80202
 Contact: Jason Moody
 Contact Email/Phone: Jason.Moody@denvergov.org / (720) 913-4376
 Quote Date: 06/15/2022

Quote Number: 20220615_DenverCty_CO_Add'l Host
 Prepared by: Diana Horan
 dhoran@dynamicimaging.com
 (856) 988-1545
 Expiration Date: 11/30/2022

QTY	Description	Unit Cost	Ext. Cost	Year 1 Customer 24/7 Uplift	Year 2 Customer 24/7 Maintenance
Picturelink Administrative Software					
1	Picturelink Application Server	\$3,990.00	Use Existing	\$0.00	\$0.00
1	Denver Diversion Center Host	\$1,500.00	N/C	\$165.00	\$315.00
Services					
1	Remote Technical Services *	\$960.00	\$960.00	N/A	N/A
Travel & Expenses					
		N/A	N/A	N/A	N/A
SUBTOTAL DYNAMIC IMAGING SYSTEMS PICTURELINK			\$960.00	\$165.00	\$315.00
TOTAL DYNAMIC IMAGING SYSTEMS			\$1,125.00		

* Technical Services as outlined in CR008

DYNAMIC IMAGING SYSTEMS - ADD'L PICTURELINK CAPTURE STATION

Agency Name: Denver Sheriff Department - City & County of Denver
Address: 201 W Colfax Ave, Denver, CO 80202
Contact: Jason Moody
Contact Email/Phone: Jason.Moody@denvergov.org / (720) 913-4376
Quote Date: 06/15/2022

Quote Number: 20220615_DenverCty_CO_Add'l Host
Prepared by: Diana Horan
dhoran@dynamicimaging.com
(856) 988-1545
Expiration Date: 11/30/2022

Quote Acceptance

Signature

Date

Print Name

Title

I have read this entire proposal, including all comments and line item notes, and I understand the work and associated costs as outlined herein. My signature represents approval of this proposal and authorization to have Dynamic Imaging Systems proceed with the proposed project, including communication and cooperation with the agency's vendor. I further understand that the payment terms described herein, must be adhered to by the agency and are required for Dynamic Imaging Systems to perform the work necessary to complete this change request.

Notes:

Quote only covers products and services listed herein. Quote is valid only through the expiration date indicated herein. No feature, function or characteristic not described herein is implied. Applicable Taxes are not shown.

The PictureLink Software and Imaging System include a one (1) year **Standard Warranty** on hardware from date of delivery; software updates for one (1) year, and technical support via telephone 9:00am - 6:00 pm EST Monday - Friday.

Maintenance Options (after Year 1):

Standard Maintenance Cost (15% of Software and Hardware): (9am – 6pm, Monday through Friday)

Extended Maintenance Cost (18% of Software and Hardware): (9am – 9pm, Sunday through Saturday)

7 x 24 Maintenance Cost (21% of Software and Hardware): (7 days per week, 24 hours per day, 365 days per year)

Payment Terms:

Net 30 upon completion.