

NINTH AMENDATORY AGREEMENT

This **NINTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SYSCON JUSTICE SYSTEMS, INC.**, a California corporation legally authorized to conduct business in the State of Colorado, with its principal address at 300-3600 Lysander Lane, Richmond, BC, V7B 1C3, Canada, hereinafter referred to interchangeably as either “Syscon,” “Vendor” or “Contractor.” The Vendor and City may be referred to collectively as (the “Parties”) or individually as a “Party.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 11, 2008, which Agreement was amended on May 18, 2010, February 28, 2011, April 7, 2011, November 9, 2011, February 27, 2013, February 10, 2014, December 9, 2014, and on December 19, 2017, collectively (the “Agreement”); relating to software license, support and maintenance; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation for continued support and maintenance to the Vendor as follows; and

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

1. Article 4 of the Agreement entitled “**Term**” is amended to read as follows:

“**4. Term:** The term of the Agreement is from February 1, 2008 through December 31, 2020. Germane to this ninth amendment, the first six month fixed period (January 1, 2020 - June 30, 2020) can be paid monthly or in one installment. If paid in one installment, the City will be invoiced \$132,000 at the initiation of the support period. If paid monthly, the City will be invoiced at \$22,000 per month at the initiation of each month. The second six month optional period (July 1, 2020 - December 31, 2020) will be invoiced monthly at \$23,100 per month should the City choose to continue support.

The City has the right to terminate support by providing 30 days written notice.”

2. Article 5.D(i) of the Agreement entitled “Maximum Contract Liability” is hereby amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding,

in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor in providing the Software, the services described in the SOW or the support described in Exhibit C during the first year following the warranty period under the terms of this Agreement for any amount in excess of the sum of **THREE MILLION NINE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIX DOLLARS AND ZERO CENTS (\$3,937,806.00)** (the “Maximum Contract Amount”). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s own risk and without authorization under this Agreement.”

3. This Ninth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-201952408-09 (Alfresco No. TECHS-CE76012-09)
Contractor Name: SYSCON JUSTICE 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-201952408-09 (Alfresco No. TECHS-CE76012-09)
SYSCON JUSTICE SYSTEMS INC

By:  _____
5F957A609043476...

Name: Kerry Lynn
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/15/2019

PRODUCER	Serial # 205028 WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY 100 KING STREET WEST, SUITE 4700 TORONTO, ON M5X 1E4 CANADA	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED	CONSTELLATION SOFTWARE INC., SYSCON JUSTICE SYSTEMS, INC., A DIVISION OF HARRIS COMPUTERS 300-3600 LYSANDER LANE RICHMOND BRITISH COLUMBA V7B 1C3	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC#</th> </tr> <tr> <td>INSURER A: CHUBB INSURANCE COMPANY OF CANADA</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: CHUBB INSURANCE COMPANY OF CANADA		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	36049367	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 NON OWNED AUTO \$ 1,000,000				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	78183369	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER TECHNOLOGY ERRORS AND OMISSIONS LIABILITY	36049367	09/27/2019	09/27/2020	\$5,000,000 PER CLAIM /AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE : CORRECTIONS-SPECIFIC MANAGEMENT SOFTWARE. CONTRACT # TECHS-CE76012.

WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSUREDS, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY AND COUNTY OF DENVER
 DEPT. OF TECHNOLOGY SERVICES
 201 W. COLFAX AVE. DEPT. 301
 DENVER, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SF