

**ON CALL
TECHNOLOGY SERVICES
AGREEMENT**

THIS AGREEMENT (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and Digital Intelligence Systems, LLC d/b/a DISYS a Delaware limited liability company, whose address is 8270 Greensboro Drive, Suite 1000, McLean, Virginia 22102 the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties”.

WHEREAS, the City desires to contract with an information technology consultant; and

WHEREAS, the Consultant is qualified and ready, willing and able to perform the services as set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF SERVICES; ORDER: The Consultant, under the general direction of, and in coordination with City’s Chief Information Officer, or other designated supervisory personnel (the “Manager”), shall diligently perform any and all authorized staff augmentation services required under this Agreement. The Consultant will provide specialized professional services on a time and materials basis to support the provisioning of technology services to the City and its constituents. These specialized services are set out on the attached rate sheet, along with the rates, identified on attached **Exhibit A**. The City shall authorize specific assignments for the Consultant by placing a written service order signed by the Manager and the Consultant (the “Order”) describing in sufficient details the services and rates to be provided. The Consultant agrees that during the term of this Agreement, to the extent set forth in an Order it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Consultant’s services. The Consultant shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Consultant represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

2. TERM: The term of this Agreement shall commence on May 1, 2015, and shall terminate on April 20, 2020, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, including pricing, by written amendment to this Agreement. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

3. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, the rates set forth on attached **Exhibit A**.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement. All expenses and materials of the Consultant are contained in the rate contained in Section 3(A) of this Agreement.

C. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **FOUR MILLION DOLLARS (\$4,000,000.00)** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(iii) NEITHER PARTY TO THE AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR FEES PAYABLE, EACH PARTY'S AGGREGATE LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR ORDERS(S) ISSUED HEREUNDER SHALL NOT EXCEED THE GREATER OF (A) \$450,000 OR (B) THREE TIMES THE TOTAL AMOUNT PAID BY THE CITY TO THE CONSULTANT OVER THE PRIOR 12 MONTHS.

4. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of

the Denver Revised Municipal Code, or for any purpose whatsoever.

5. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the City or the City informs the Consultant that it no longer requires its services, and the Consultant shall bear all the risk of providing same.

B. City may immediately terminate this Agreement in the event the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business.

C. Either Party may terminate this Agreement by written notice to the other in the event that the other Party breaches this Agreement and fails to cure such breach to the non-breaching Party's satisfaction within thirty (30) days of written notice specifying the breach.

D. If this Agreement is terminated by the Consultant or by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which the Consultant performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Manager. If this Agreement is terminated without cause by the City the Consultant shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination. In the event that all or any part of this Agreement is terminated for any reason, Consultant will immediately document in detail the status of any services in progress. Consultant will provide all assistance reasonably requested by the City in connection with the efficient and orderly transition of performance of the services by Consultant to the City or any third party designated by the City.

E. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Consultant is using by whatever method the City deems expedient. The Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

F. Upon termination of this Agreement by the City, the Consultant shall not have any claim against the City by reason of such termination or by reason of any act incidental

to termination, except for compensation for work satisfactorily performed as described in this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, “Materials”), shall belong to the City. Consultant will not be required to provide Materials to the City pursuant to this staff augmentation Agreement; except to the extent expressly set forth in an Order. . To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

7. CITY INFORMATION:

A. The parties acknowledge and accept that, in performance of the work under the terms of this Agreement, a party may receive or have access to (the “Receiving Party”) proprietary data or confidential information (collectively, “Proprietary Data”) that may be disclosed by the other party (the “Disclosing Party”), and that the disclosure of such Proprietary Data may be damaging to the Disclosing Party or third parties. The Receiving Party agrees that all Proprietary Data provided or otherwise disclosed by the Disclosing Party to the Receiving Party shall be held in confidence and used only in the performance of its obligations under this Agreement or for the direction and use of the staff augmentation services provided hereunder. The Receiving Party shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent corporation or local governmental entity would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Receiving Party by the Disclosing Party. Such Proprietary Data may be in hardcopy, printed, digital or electronic format, or if provided by oral or verbal disclosure, the Disclosing Party shall provide written notice of the confidential nature of such Proprietary Data to the Receiving Party within 30 days following disclosure.

B. Except as expressly provided by the terms of this Agreement, the Receiving Party agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement or directing or using the staff augmentation services provided hereunder. The Receiving Party further acknowledges that by providing this Proprietary Data, the Disclosing Party is not granting to the Receiving Party any right or license to use such data

except as provided in this Agreement. The Receiving Party further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data information without written authorization from the Manager (for the City) or the designated representative of the Consultant.

C. The Receiving Party acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Receiving Party is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

D. The Receiving Party agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Receiving Party or provided by the Disclosing Party in connection with this Agreement, any Proprietary Data shall be deemed to be the sole property of the Disclosing Party and all rights, including copyright, shall be deemed to be the sole property of the Disclosing Party and all rights, including copyright, shall be reserved to the Disclosing Party. The Receiving Party agrees, with respect to the Proprietary Data, that: (1) the Receiving Party shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Receiving Party shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Receiving Party shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the Disclosing Party.

E. The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive for 3 years following the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose Proprietary Data to subcontractors, employees or third parties except on a need-to-know basis and unless such persons and entities are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

F. Notwithstanding any other provision of this Agreement, the Disclosing Party is furnishing Proprietary Data on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data. The Receiving Party is hereby advised to verify its work. The Disclosing Party assumes no liability for any errors or omissions herein. Specifically, the Disclosing Party is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Receiving Party agrees to contact the City immediately.

8. **Consultant's Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, 7B C.R.S. (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In

the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to not assert any claim against the City, its officers, agents and employees, for any damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, reimbursement by the City of reasonable attorney fees, costs and damages that the Consultant may incur directly or may be ordered to pay by such court.

9. EXAMINATION OF RECORDS: The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement. This right shall survive for a minimum of three (3) years after final payment is made under this Agreement.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

11. PERSONNEL:

A. All key personnel identified in an Order will be dedicated by Consultant to the City. The Consultant shall submit to the Manager a list of any additional personnel who will perform services under an Order within thirty (30) days after an Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager and all such information submitted by Consultant shall be Proprietary Data.

B. The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Consultant shall use reasonable efforts to retain all key personnel for the term of the Order. If the Consultant must replace any of its key personnel, it shall notify the Manager in writing of the changes. As long as the key personnel still work for Consultant, no such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Consultant's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Consultant a reasonable period of time to correct the performance or (b) require the Consultant to replace the personnel as soon as practicable.

C. While the Consultant may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager (which shall all be considered Proprietary Data of the Consultant). Because the Consultant's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Consultant's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

D. The Consultant is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

12. INSURANCE:

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

13. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all third party liabilities, claims, judgments, suits or demands for damages to persons or tangible property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole or contributory negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. The forgoing indemnification does not apply in the event the damages resulted solely from following, or was solely caused by, the directions of the City.

B. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages; provided that, (1) City promptly notifies Consultant of any such Claim; and (2) Consultant has sole control of the defense of such claims and all related settlement negotiations.

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. If Consultant provides software in addition to staff augmentation under an Order, Consultant will, at Consultant's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the products or services supplied or provided by the Consultant, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Consultant in writing of any claim and cooperate with Consultant and its legal counsel in the defense thereof. Consultant shall, in its discretion, perform some or all of the following actions to ensure that the City is not negatively impacted in the functionality of its technology services because of an infringing product in case any of the software provided is held or is likely to be held to constitute infringement in any such claim: (i) contest, (ii) settle, (iii) procure for the City the right to continue using the product, or (iv) modify or replace the infringing product so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Consultant cannot reasonably accomplish options (i) – (iv) above, upon return of the software Consultant shall refund any amounts paid by the City associated with such infringing software.

G. The provisions of this Section 13 state Consultants entire liability and City's sole and exclusive remedies with respect to any infringement or indemnification obligation.

14. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties agree that the City is relying upon, and has not waived, the monetary limitations and all other rights,

immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

15. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

16. ASSIGNMENT AND SUBCONTRACTING:

A. The Consultant agrees that it will not assign or transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the Manager. A transfer will include a merger, consolidation, liquidation or change of ownership by which fifty percent (50%) or more of the outstanding voting stock, equity or control is transferred. Any attempt by the Consultant to assign or transfer its rights or obligations without the prior written consent of the Manager shall, at the option of the Manager, be null and void and terminate this Agreement and all rights of the Consultant. Consent to the assignment may be granted or denied at the sole and absolute discretion of the Manager. If the City consents to an assignment, then any assignment will not become effective until the assignee unequivocally in a signed document satisfactory to the Manager (1) assumes the obligations under this Agreement; and (2) agrees to be bound by all of the terms, covenants and conditions of this Agreement. Any consent of the City pursuant to this provision must be executed with the same formality as this Agreement. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.

B. The Consultant agrees that it will not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Manager, which consent may be withheld in the absolute discretion of the City. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and the Consultant's subcontractor. The Consultant shall remain fully responsible to the City for any subcontracted work.

17. NO THIRD PARTY BENEFICIARY: The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action to any third person. The Parties intend that any person other than the City or the Consultant receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City, as required by Charter and ordinance.

19. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

20. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled

21. CONFLICT OF INTEREST:

A. The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Consultant further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

22. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Chief Information Officer
201 West Colfax Avenue, 3rd Floor
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

23. DISPUTES: All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

24. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of services under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

26. WARRANTY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement. Except as expressly stated in Sections 1 and 26, or in an Order, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

27. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

28. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the Orders or exhibits, the language of the Agreement shall control.

29. **SURVIVAL OF CERTAIN PROVISIONS:** The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. **COMPLIANCE WITH ALL LAWS:** All of the services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

31. **ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

32. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be 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.

33. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

34. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in

its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94, and Attachment A thereto, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

36. NON-SOLICITATION: Both Parties agree that for the term of this Agreement and for a period of 6 months after the termination that neither party will solicit, recruit or hire any employee of the other party, the identity of which was learned or discovered in the performance of the services under this agreement or any applicable Order, except where the Parties have otherwise agreed in writing.

37. Conversion of Personnel. The City shall be permitted to hire any employee or contractor of Consultant without cost after such employee or contractor has worked for the City for at least 960 hours. If the City desires to hire any employee or contractor of Consultant before such employee or contractor has worked for the City for at least 960 hours, the City shall pay Consultant an amount equal to the percentage of the total compensation payable by the City to Consultant for such employee or contractor during the twelve (12) months following the date of such hiring (assuming 2080 hours, the “Hiring Fee”) as stated in the table below.

| Actual billable hours worked by employee | Percentage Fee |
|---|-----------------------|
| 0 - 320 | 20 |
| 321 – 640 | 15 |
| 641 - 960 | 10 |
| 960 + | 0 |

The Hiring Fee will be due and payable at the end of the month during which the Consultant employee or contractor was hired by the City.

38. BACKGROUND CHECKS ON CONSULTANT’S EMPLOYEES. The Consultant is responsible for completing background checks on any employee who will be engaged with the City under this Agreement in accordance with the City’s Executive Order 135. The Consultant shall have performed Criminal Background checks, Financial/ Credit Checks, and Educational Background checks for all employees at least six weeks prior to being engaged on City work. The Consultant shall certify that to the best of its knowledge there are no records of any misdemeanor or felony convictions for any employee working for Consultant within the various departments of the City. The Consultant shall affirm that it has performed the background check as determined by the Order and submit its affirmation on a form supplied by

the City. If the Consultant falsely represents the contents of any affirmation or background check it shall be grounds for immediate termination of this Agreement.”

INTENTIONALLY LEFT BLANK

EXHIBIT A

RATES

(Services to be described in mutually agreed Orders)

INTENTIONALLY LEFT BLANK

| Professional Service | | Cost Per Hour (includes all costs for travel, per diem, etc.) | |
|---|---|--|---------------------|
| | | Minimum Hourly Rate | Maximum Hourly Rate |
| PRICING ITEM #1 – MANAGEMENT CONSULTING | | | |
| 1. | Management Consultant | \$ 140.00 | \$ 280.00 |
| PRICING ITEM #2 – GENERAL TECHNICAL SERVICES | | | |
| 1. | Business Analyst | \$ 52.50 | \$ 72.00 |
| 2. | Senior Business Analyst | \$ 60.00 | \$ 84.00 |
| 3. | Systems Analyst | \$ 52.50 | \$ 72.00 |
| 4. | Senior Systems Analyst | \$ 60.00 | \$ 84.00 |
| 5. | Project Coordinator | \$ 30.00 | \$ 45.00 |
| 6. | Project Manager | \$ 60.00 | \$ 97.50 |
| 7. | Senior Project Manager | \$ 75.00 | \$ 112.50 |
| 8. | Program Manager | \$ 75.00 | \$ 112.50 |
| 9. | Quality Assurance Engineer | \$ 60.00 | \$ 97.50 |
| 10. | Senior Quality Assurance Engineer | \$ 112.50 | \$ 135.80 |
| 11. | Technical Writer | \$ 37.50 | \$ 90.00 |
| 12. | Desktop Support | \$ 22.50 | \$ 37.50 |
| 13. | Helpdesk Support | \$ 22.50 | \$ 37.50 |
| 14. | Technical Trainer | \$ 37.50 | \$ 90.00 |
| PRICING ITEM #3 – SPECIALTY DEVELOPMENT AND SUPPORT | | | |
| Service Oriented Architecture (SOA) & Enterprise Integration | | | |
| 1. | Senior Java Developer | \$ 90.00 | \$ 140.00 |
| 2. | Senior SOA Developer | \$ 112.50 | \$ 168.00 |
| 3. | Solution Architect | \$ 67.50 | \$ 112.00 |
| 4. | Integration Architect | \$ 67.50 | \$ 112.00 |
| 5. | Enterprise Architect | \$ 140.00 | \$ 210.00 |
| Business Intelligence / Data Warehouse / Reporting | | | |
| 1. | Senior Business Intelligence Developer | \$ 90.00 | \$ 140.00 |
| 2. | Report Developer | \$ 60.00 | \$ 105.00 |
| 3. | ETL Engineer | \$ 90.00 | \$ 140.00 |
| 4. | Data Architect | \$ 60.00 | \$ 105.00 |
| 5. | Senior Data Architect | \$ 75.00 | \$ 120.00 |
| 6. | GIS Analyst | \$ 60.00 | \$ 105.00 |
| 7. | Senior GIS Analyst | \$ 90.00 | \$ 135.00 |
| 8. | GIS Developer | \$ 75.00 | \$ 120.00 |
| 9. | Senior GIS Developer | \$ 90.00 | \$ 150.00 |
| Enterprise Document Management | | | |
| 1. | Document Management Systems Analyst | \$ 45.00 | \$ 90.00 |
| 2. | Document Management Developer | \$ 75.00 | \$ 112.50 |
| 3. | Senior Document Management Developer | \$ 90.00 | \$ 133.00 |
| Identity Management, Directory Services, and Information Security | | | |
| 1. | Information Security Engineer | \$ 60.00 | \$ 112.50 |
| 2. | Information Security Architect | \$ 75.00 | \$ 127.50 |
| 3. | Identity Management Architect | \$ 119.00 | \$ 168.00 |
| 4. | 4. Identity Management Developer | \$ 119.00 | \$ 168.00 |
| Mobile Applications Development | | | |
| 1. | Mobile Developer | \$ 75.00 | \$ 140.00 |
| 2. | Senior Mobile Developer | \$ 105.00 | \$ 168.00 |
| 3. | Mobile Solution Architect | \$ 112.50 | \$ 168.00 |
| Enterprise Resource Planning (ERP) | | | |
| 1. | ERP Systems Analyst | \$ 93.00 | \$ 127.50 |
| 2. | ERP Developer | \$ 103.50 | \$ 135.00 |
| 3. | ERP System Administrator | \$ 103.50 | \$ 135.00 |
| Enterprise Database Administration | | | |
| 1. | Database Administrator | \$ 105.00 | \$ 127.50 |
| 2. | Senior Database Administrator | \$ 112.50 | \$ 142.50 |
| Web Development / Design | | | |
| 1. | Web Developer | \$ 97.50 | \$ 168.00 |
| 2. | Senior Web Developer | \$ 112.50 | \$ 210.00 |
| 3. | Web Designer | \$ 97.50 | \$ 168.00 |
| 4. | Senior Web Designer | \$ 112.50 | \$ 210.00 |
| Sharepoint Development / Design | | | |
| 1. | Sharepoint Developer | \$ 90.00 | \$ 120.00 |
| 2. | Sharepoint Analyst | \$ 60.00 | \$ 90.00 |
| 3. | Sharepoint Designer | \$ 90.00 | \$ 120.00 |
| 4. | Sharepoint Administrator | \$ 105.00 | \$ 168.00 |
| 5. | Sharepoint Architect | \$ 105.00 | \$ 168.00 |
| PRICING ITEM #4 – INFRASTRUCTURE SERVICES | | | |
| 1. | IT Systems Administrator | \$ 112.50 | \$ 135.00 |
| 2. | Storage Area Network (SAN) Engineer | \$ 75.00 | \$ 112.50 |
| 3. | Infrastructure Architect | \$ 120.00 | \$ 168.00 |
| PRICING ITEM #5 – NETWORK SERVICES | | | |
| 1. | Cisco Certified Network Professional (CCNP – mid-level engineer) | \$ 127.50 | \$ 168.00 |
| 2. | Cisco Certified Internetworking Expert (CCIE – advanced-level engineer) | \$ 142.50 | \$ 210.00 |
| 3. | Cisco Information Systems Security Professional (CISSP – security level engineer) | \$ 105.00 | \$ 168.00 |
| 4. | Network Technician | \$ 75.00 | \$ 127.50 |
| 5. | Telecommunications Technician | \$ 45.00 | \$ 75.00 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services LLC 3190 Fairview Park Drive Suite 400 Falls Church, VA 22042-4546 | CONTACT NAME: Barbara Keefer PHONE (A/C, No, Ext): 703 698-0788 E-MAIL ADDRESS: | FAX (A/C, No): 610 362-8377 | | | | | | | | | | | | | | | | | | | | |
|--|---|------------------------------------|-------------------------------|--|--------|-------------|--|--------------|-------------|--|--------------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Berkley National Insurance Comp</td> <td>38911</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Casualty & Surety Co.</td> <td>31194</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Berkley National Insurance Comp | 38911 | INSURER B : | Travelers Casualty & Surety Co. | 31194 | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Berkley National Insurance Comp | 38911 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | Travelers Casualty & Surety Co. | 31194 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Digital Intelligence Systems, LLC 8270 Greensboro Drive, Suite 1000 Mc Lean, VA 22102 | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|-----------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | | | TCP7005767 | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> Contractual Liab. | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | TCP7005767 | 01/01/2015 | 01/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> | NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> | OCCUR | TCP7005767 | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | CLAIMS-MADE | | | | AGGREGATE \$ 10,000,000 |
| | DED <input checked="" type="checkbox"/> | RETENTION \$ 10,000 | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TWC7005757 | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab | | | TEO7005768 | 01/01/2015 | 01/01/2016 | \$ 5,000,000 Limit |
| B | Crime-3rd Party | | | 105733857 | 01/01/2015 | 01/01/2016 | \$ 5,000,000 Limit |
| B | Electronic Crime | | | 105733857 | 01/01/2015 | 01/01/2016 | Included |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: On Call Technology Services Agreement by and between the City and County of Denver and Digital Intelligence Systems, LLC d/b/a/DISYS

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto

| | |
|---|--|
| CERTIFICATE HOLDER Denver City Attorney's Office 1437 Bannock Street, Room 353 Denver, CO 80202 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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Contract Control Number:

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:

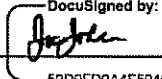
By _____

By _____

By _____



Contract Control Number:

By:  _____
59D9FD9A4F5940D...

Name: Jane Johansen
(please print)

Title: Corporate Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

