

FIFTH AMENDATORY AGREEMENT

THIS FIFTH 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 6500 River Road, Richmond, BC, V6X 1X5, 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 relating to software license, support and maintenance, which Agreement was amended on May 18, 2010, February 28, 2011, April 7, 2011 and November 9, 2011 (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to update the Statement of Work, amend the term, increase the compensation to the Contractor and update the Contractor’s principal address as set forth above.

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

1. Article 1 of the Agreement entitled “**SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED**” is hereby amended to read as follows:

“1. **SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED**: Vendor, under the general discretion of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to provide the software (the “Software”) listed on **Exhibit A** (attached to original Agreement), perform the integration services described in **Exhibit B** (attached to original Agreement) and **Exhibit B-1** (attached to this Amendatory Agreement), provide the software support and interface construction services described in **Exhibits B-2, B-3, B-4 and B-5** (**B-5** attached hereto and incorporated herein by this reference) (collectively, the services described in **Exhibits B, B-1, B-2, B-3, B-4 and B-5** are referred to as the “Statement of Work” or “SOW”), and provide the software support and maintenance services described in **Exhibit C**.”

2. 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, 2013.”

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

“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 **TWO MILLION TWO HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$2,238,470.00)** (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.”


4. This Fifth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SAFTY-CE76012-05

Contractor Name: SYSCON JUSTICE SYSTEMS INC

By:  _____

Name: STEVE LONG
(please print)

Title: PRESIDENT + CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



Exhibit B-5

(Exhibit on Following Page)



BUDGETARY QUOTATION

TO: Captain William Thomas
City and County of Denver

FROM: Syscon Support/|

DATE: October 4, 2012

RE: Denver Sheriff's Department

TERM: January 1, 2013 – December 31, 2013

PRODUCT MODULES

FEE

TAG Kernel
Admission & Release
Schedules & Movements
Gangs (Non-Associations)
TAG Kernel Users
Legals Management
Visits Management
Property
Incidents & Violations
Requests & Grievances
Billing of Services
Case Management
Program Management
Integrated Word Processing
Legals/Bail/Sentence Algorithm
xTAG
Fingerprint Option (# of stations)
Fixed Assets
Electronic Health Record
Medicine Administration Record
Dental Module

PENDING

Automated Counts-not available as of 10/01/12
Talyt Interface- not available as of 10/01/12
Medispan Lic & Support (separate billing)

Total Product Support & Maintenance
Total Custom Support
Aggregate Due 2013

199,364.00
~
199,364.00

