

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CITYSPAN TECHNOLOGIES, INC.** (the “Contractor”), jointly the “Parties.”

RECITALS

A. The City and Contractor entered into an Agreement executed on December 20, 2018; and a First Amendatory Agreement executed on April 29, 2020 (the “Agreement”), for the performance of certain work set forth in the Agreement, as amended, and the exhibits thereto; and

B. The Parties wish to amend the Agreement to add to the scope of work and increase compensation to the Contractor.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All references to “Exhibit A” and “Exhibit A and Exhibit A-1” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable.” The Scope of Work marked as Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Section 19.1 of the Agreement entitled “Fee” is amended to read as follows:

“The fee for the Service and technology related services described in Exhibit B, Exhibit B-1 and Exhibit A-2 is \$563,500.00 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with Exhibits A, A-1, A-2, B and B-1.”

3. Section 19.4.1 of the Agreement entitled “Maximum Contract Liability” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$563,500.00)** (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 Contractor beyond that specifically described in Exhibits A, A-1, A-2, B and B-1. Any services performed beyond those in Exhibits A, A-1, A-2, B and B-1 are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Second Amendatory Agreement will not be 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.

Contract Control Number: MOEAI-202159930-02 Legacy: 201845370
Contractor Name: CITYSPAN TECHNOLOGIES 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

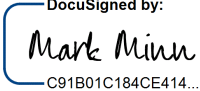
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Contract Control Number:
Contractor Name:

MOEAI-202159930-02 Legacy: 201845370
CITYSPAN TECHNOLOGIES INC

By:  _____
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Name: Mark Minn
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

08/02/21

To: Maxine Quintana, Director of OST Initiatives
Office of Children's Affairs, City and County of Denver

From: Mark Min, Principal
Cityspan Technologies

Re: Cityspan 2021 Budget and Statement of Work

The following describes costs associated with operating Cityspan software for the 2021 contract year. Cityspan will provide software licenses, project management services, system configuration and end user support to the City and County of Denver to promote and enhance the Denver Afterschool Alliance's Out-of-School Time (OST) programs.

Expense Category	Cost
Licensing, Hosting and User Support	\$60,000
Project Management	\$30,000
Custom Development	\$32,500
TOTAL COSTS	\$122,500

Licensing, Hosting and User Support

An annual fee is charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to hardware and software maintenance, internet connectivity, security monitoring and help desk operations.

Project Management

An annual project management fee is charged to cover costs associated with meetings, email and phone communications between the City and Cityspan. Management tasks include requirements planning, oversight of application configuration, periodic status reports and monitoring of user feedback.

Custom Development

A development fee is charged to implement and test custom development required to align the software to the City's requirements. Tasks are based on the scope of work outlined by the City, including:

- *Modernized User Interface:* Cityspan will implement a new, modernized user interface to DAA's system design.
- *Program Locator Updates:* Cityspan will update the user workflow for agencies that are solely using the system to participate in the City's program locator. Updates will include a more streamlined process, simplified left menu, and enhanced dashboard design.
- *Survey:* Cityspan will implement DAA's parent survey for data collection and reporting.
- *Shared Participant Model:* Cityspan will enable a shared participant directory within an agency.
- *BusinessObjects Reports:* Cityspan will continue to develop reports based on DAA's specifications.
- *Module 1 Updates:* Cityspan will provide system enhancements to Module 1 (Participant and Attendance) based on user feedback and City requirements.