

FOURTH AMENDATORY AND REVIVAL AGREEMENT

THIS FOURTH AND REVIVAL 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; a First Amendatory Agreement executed on April 29, 2000; a Second Amendatory Agreement executed on December 9, 2021; and a Third Amendatory Agreement executed on March 15, 2023 (the “Agreement”), for the performance of certain work set forth in the Agreement, as amended, and the exhibits thereto; and

B. The Agreement expired by its terms as of December 31, 2024; and

C. The Parties wish to revive the expired Agreement and 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 of the recitals above are hereby confirmed and incorporated herein as part of the Agreement.

2. The Agreement and its terms and conditions is hereby revived and reinstated, and the expiration under the Agreement is no longer effective.

3. All references to “Exhibit A” and “Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, as applicable.” The Scope of Work marked as Exhibit A-4 is attached hereto and incorporated herein by this reference.

4. Section 18 of the Agreement, entitled “**TERM**”, is hereby amended to read as follows:

“The term of the Agreement is ~~from~~ October 1, 2018, through June 30, 2026.”

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

“The fee for the Service and technology related services described in Exhibit B, Exhibit B-1, Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 is \$1,079,700.00 (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, A-3, A-4, B, and B-1.”

6. Section 19.4.1 of the Agreement is hereby amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SIXTY-NINE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$1,069,700.00)** (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, A-3, A-4, B and B-1. Any services performed beyond those in Exhibits A, A-1, A-2, A-3, A-4, B and B-1 are performed at Contractor’s risk and without authorization under the Agreement.”

7. A Section 54 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement to read as follows:

“To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

8. Except as amended in this Fourth Amendatory and Revival Agreement, the Agreement is affirmed and ratified in each and every particular.

9. This Fourth Amendatory and Revival 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:
Contractor Name:

MOEAI-202580772-04:LEGACY:MOEAI-201845370-04
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By:

Contract Control Number:
Contractor Name:

MOEAI-202580772-04:LEGACY:MOEAI-201845370-04
CITYSPAN TECHNOLOGIES INC

By:

DocuSigned by:

Mark Min

C91B01C184CE414...

Name:

Mark Min

(please print)

Title:

CEO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

6/30/2025

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

From: Mark Min, CEO
Cityspan Technologies, Inc.

Re: Cityspan 2025-26 Budget and Statement of Work

The following describes costs associated with operating Cityspan software for the 2025-26 contract years, with 2026 costs pro-rated for six months. 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.

2025 Budget

| Expense Category | Cost |
|----------------------------------|------------------|
| Enterprise Licensing and Hosting | \$55,000 |
| User Support Services | \$5,000 |
| Project Management | \$25,000 |
| System Configuration | \$27,500 |
| TOTAL COSTS | \$112,500 |

2026 Budget (six-month pro-rate)

| Expense Category | Cost |
|----------------------------------|-----------------|
| Enterprise Licensing and Hosting | \$27,500 |
| User Support Services | \$2,500 |
| Project Management | \$12,500 |
| System Configuration | \$13,750 |
| TOTAL COSTS | \$56,250 |

BUDGET SUMMARY (2025-26)

| Expense Category | Cost |
|----------------------------------|------------------|
| Enterprise Licensing and Hosting | \$82,500 |
| User Support Services | \$7,500 |
| Project Management | \$37,500 |
| System Configuration | \$41,250 |
| TOTAL COSTS | \$168,750 |

Enterprise Licensing & Hosting (Hard Cost)

An annual hard-cost fee is charged for licensing the software and hosting it at Cityspan's data center. The fee covers costs related to hardware and software maintenance and security monitoring. Based on usage from FY2024–25, the 2025 and 2026 budget provides enterprise licensing for up to 650 registered users.

Under the terms of the Master Services Agreement, the City is granted a non-exclusive, non-transferable right and license to access and use the software-as-a-service (SaaS) system solely for its internal operations and program management purposes. Title to and ownership of the software and its associated intellectual property rights remain with Cityspan Technologies, Inc. The City retains exclusive ownership of all City Data and End User Data, and Cityspan is granted only a limited license to access and process such data for the purpose of fulfilling its contractual obligations. No rights, implied or otherwise, are granted to either party's data or intellectual property except as expressly stated in the agreement. The software will be hosted in secure U.S.-based data centers in accordance with all applicable federal, state, and local security and data privacy standards.

User Support Services

An annual user support fee provides live Help Desk coverage (phone only) Monday–Friday during business hours (9 am – 5 pm MDT) and email support for asynchronous issues. The 2025-26 budget assumes support for up to 650 registered users.

Project Management

Cityspan assigns a dedicated project manager responsible for requirements planning, oversight of application configuration, status reporting, and escalation management. The annual project management fee includes costs associated with meetings, email and phone communications between the City and Cityspan. The budget allocates 167 hours in 2025 and 84 hours in the first half of 2026, billed at \$150 per hour.

System Configuration

A development fee is charged to implement and test the custom configuration required to align the software with the City's requirements. This includes annual transitions, minor updates, and ongoing support for data collection forms, workflows, and reports.

Tasks are based on the scope of work outlined by the City, including:

OCA Awards

- *Ongoing Maintenance*: Annual transitions, minor updates, and ongoing support for OCA Award forms, reports, and workflows, including deduplication protocols and participant data upload tools.
- *Daily Attendance Upload Tool*: Configure a new upload tool to allow providers to upload daily attendance data on a monthly basis.

Youth Program Locator

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for Youth Program Locator data collection forms and exports.

DPS Reporting

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for DPS data integration, validation protocols, and DPS report generation.

Survey Administration

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for survey administration tools, workflows, and reports.

Reporting

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for OCA’s data warehouse and BusinessObjects reports
- *SAYO Evaluation Reports:* Configure two (2) additional SAYO reports and update pre-existing raw data reports
- *OCA Award Reports:* Update OCA Award reports to align with data collection updates performed in Fall 2024
- *Ad Hoc Reports:* Configure additional BusinessObjects reports based on DAA’s specification

System Administration

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for system infrastructure and administration functionality
- *5-Year Participant Data Removal:* Configure system protocols to remove participants who have not attended in five (5) years, optional export of raw data to allow OCA to archive removed data
- *Parent Refusal to Share Data:* Configure online registration workflow restrictions for parents that elect not to share data with OCA
- *Cross-site Program Duplication:* Configure functionality to allow program meta data to be copied across sites within an organization
- *Deduplication Functionality for Providers:* Configure deduplication tool to allow merge of duplicate records identified by providers
- *Bulk Emails:* Configure bulk email functionality in Login Editor to send to a pre-determined recipient group

System Configuration Cost Breakdown

| Task Description | Estimated Hours | Hourly Rate | Cost |
|---|-----------------|-------------|---------|
| OCA Awards | | | |
| Ongoing maintenance of forms, reports, workflows, deduplication protocols, and upload tools | 10 | \$150 | \$1,500 |
| Update attendance upload tool for term-based uploads + weekly columns option | 15 | \$150 | \$2,250 |

| Task Description | Estimated Hours | Hourly Rate | Cost |
|--|-----------------|-------------|-----------------|
| Youth Program Locator | | | |
| Ongoing maintenance of forms and exports | 5 | \$150 | \$750 |
| DPS Reporting | | | |
| Ongoing maintenance of data integration, validation, and report generation | 5 | \$150 | \$750 |
| Survey Administration | | | |
| Ongoing maintenance of survey tools, workflows, and reports | 5 | \$150 | \$750 |
| Reporting | | | |
| Ongoing maintenance of data warehouse and BusinessObjects reports | 5 | \$150 | \$750 |
| Configure 2 new SAYO reports and update raw data reports | 10 | \$150 | \$1,500 |
| Update OCA Award reports to reflect Fall 2024 data collection changes | 15 | \$150 | \$2,250 |
| Configure ad hoc BusinessObjects reports per DAA specification | 20 | \$150 | \$3,000 |
| System Administration | | | |
| Ongoing maintenance of system infrastructure and admin functions | 10 | \$150 | \$1,500 |
| Configure 5-year participant data removal protocol + raw data export | 15 | \$150 | \$2,250 |
| Configure parent data sharing refusal workflow | 18 | \$150 | \$2,700 |
| Configure program metadata duplication functionality across sites | 19 | \$150 | \$2,850 |
| Configure provider-facing deduplication tool | 15 | \$150 | \$2,250 |
| Configure bulk email functionality for pre-set recipient groups | 10 | \$150 | \$1,500 |
| Contingency (approx. 4% for adjustments and iterative changes) | — | — | \$950 |
| Total | 180 | | \$27,500 |