THIRD AMENDATORY AGREEMENT

THIS THIRD 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.,** a Delaware corporation with principal office address of 2021 Fillmore Street, Unit 127, San Francisco, California 94115 (the "Contractor"), jointly ("the Parties").

RECITALS

WHEREAS, The Parties entered into an Agreement executed on December 20, 2018, an Amendatory Agreement executed on April 29, 2020, and a Second Amendatory Agreement executed on December 9, 2021 (collectively, the "Agreement") to diligently undertake, perform, and complete all of the services set forth in the Agreement and Exhibits A, A-1, and A-2, to the City's satisfaction.

WHEREAS, The Parties wish to amend the Agreement to extend the term and increase compensation to the Contractor.

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

1.   Section **18** of the Agreement entitled "**TERM"** is replaced with the following language:

> "**18**.   **TERM:** The Agreement will commence on October 1, 2018, and will expire, unless sooner terminated, on December 31, 2024.

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

> "**19.1   Fee**: The fee for the Service and technology related services described in Exhibit B, Exhibit B-1, Exhibit A-2, and Exhibit A-3 is $**900,950.00** (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, 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 **NINE HUNDRED THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS ($900,950.00)** (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, B, and B-1. Any services performed beyond those in Exhibits A, A-1, A-2, A-3, B, and B-1 are performed at Contractor's risk and without authorization under the Agreement."

4.   Section 22 of the Agreement entitled **EXAMINATION OF RECORDS** is replaced with the following language:

"**EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

5.   Section 37 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is replaced with the following language:

"**NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to

hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

6. Effective upon execution, all references to "Exhibit A" in the existing Agreement shall be amended to read "Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3" as applicable. The Scope of Work marked as Exhibit A-3 is attached hereto and incorporated herein by this reference.

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Third 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.

EXHIBITS
Exhibit A-3 – SCOPE OF WORK
Exhibit C – CERTIFICATE OF INSURANCE

[SIGNATURE PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: MOEAI-202366520-03 LEGACY:MOEAI-201845370-03
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

By: By:

_____   _____

                                                  By:

                                                  _____

Contract Control Number: MOEAI-202366520-03 LEGACY:MOEAI-201845370-03
Contractor Name: CITYSPAN TECHNOLOGIES INC

By: _____

Name: Mark Min
      (please print)

Title: CEO
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)

EXHIBIT A-3

*cityspan

Cityspan Technologies, Inc.
2021 Fillmore Street #127
San Francisco, CA 94115

1/13/23

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 2022-24 Budget and Statement of Work**

The following describes costs associated with operating Cityspan software for the 2022-24 contract years. 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.

2022 Budget

Expense Category	Cost
Licensing, Hosting and User Support	$60,000
Project Management	$30,000
Custom Development	$32,500
TOTAL COSTS	**$122,500**
Invoice No. 106	-$30,050
TOTAL REMAINING COSTS	**$92,450**

2023 Budget

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

2024 Budget

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

amend 2 - MOEAI-202159930

amend 1 - MOEAI-202054347

legacy: MOEAI-201845370

✳ cityspan

BUDGET SUMMARY (2022-24)

Expense Category	Cost
Licensing, Hosting and User Support	$180,000
Project Management	$90,000
Custom Development	$97,500
TOTAL COSTS	**$367,500**
Invoice No. 106	-$30,050
TOTAL REMAINING COSTS	**$337,450**

Previous contract amount:$563,500
TOTAL NEW Max Contract Amount: $900,950

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:

- *Youth Violence Prevention (YVP) Grants Management:* Cityspan will update the systems grants management capabilities to include YVP data collection and reporting.
- *DAA Partner Directory:* Cityspan will support the integration of the DAA Partner Directory into DAAconnect's Youth Program Locator on the City's website.
- *Participant Data Uploads for OCA Award Recipients:* Cityspan will reconfigure the participant data upload tool validation requirements based on City requirements.
- *Organization Onboarding:* Cityspan will reconfigure the organization onboarding workflow to align with the City's updated requirements.
- *Multi-lingual Capabilities:* Cityspan will apply translation functionality to DAAconnect's Parent Portal and survey forms.
- *Parent Portal Access:* Cityspan will support hybrid access to DAAconnect's Parent Portal via both parent authentication and a public-facing registration URL, as specified by the City.
- *Parent Survey:* Cityspan will implement DAA's parent survey for data collection and reporting.
- *Module 1 Updates:* Cityspan will provide system enhancements to Module 1 (Participant and Attendance) based on user feedback and City requirements.
- *BusinessObjects Reports:* Cityspan will continue to develop reports based on DAA's specifications.

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 08/01/2022

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME:	Vonda Mullins	
Centurion Insurance Agency		PHONE (A/C, No, Ext): (925) 828-3700		FAX (A/C, No): (925) 828-6507
5776 Stoneridge Mall Rd		E-MAIL ADDRESS: vmullins@centurioninsurance.net		
Suite 120		INSURER(S) AFFORDING COVERAGE		NAIC #
Pleasanton CA 94588		INSURER A : Continental Casualty Company		20443
INSURED		INSURER B : CA Auto Insurance Co.		38342
Cityspan Technologies Inc.		INSURER C : Transportation Insurance Co.		20494
2021 Fillmore St. # 127		INSURER D : Prop. & Casualty Ins Co of Har		34690
San Francisco, CA 95115		INSURER E : Beazley Insurance Company		37540
		INSURER F :		

COVERAGES
CERTIFICATE NUMBER: 22-23 GL, E&O, AU, WC   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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [X] / CLAIMS-MADE [X] OCCUR / GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY / PRO-JECT / LOC / OTHER:	Y		B2057451767	08/01/2022	08/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY / [X] ANY AUTO / OWNED AUTOS ONLY / SCHEDULED AUTOS / HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		BA040000021504	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR / EXCESS LIAB CLAIMS-MADE / DED [X] RETENTION $ 10,000			B4023002110	08/01/2022	08/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N / ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) / If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WBCAB1580	08/01/2022	08/01/2023	[X] PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Tech Errors & Omissions includes Network Liability - Claims Made Form			V15SNP221401	04/17/2022	04/17/2023	Each Claim	$3,000,000
							Aggregate	$3,000,000
							Retention	$10,000

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

School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives, agents, and volunteers
are included as Additional Insureds as respects the Commercial General Liablity and Business Auto Liability Policies, Insurance is Primary/Non-Contributory and Waiver of Subrogation in favor of same, if required by a written contract

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver 201 West Colfax Ave. Dept 1101 Denver CO 80202	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 *Bonita Mahler-Heiner*

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