

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT, made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (“City”), and **DYNAMIC IMAGING SYSTEMS, INC.**, a foreign corporation, whose address is 1000 Atrium Way, Suite 203, Mt. Laurel, NJ 08054, C(4) (the “Vendor”), collectively referred to as (the “Parties”).

RECITALS:

WHEREAS, the Parties previously entered into an agreement dated January 9, 2007 and amended the Agreement on December 11, 2007, June 8, 2010 and on October 25, 2012 (the “Agreement”) for the Vendor to provide hardware and software maintenance for the Police and Sheriff mug shot systems; and

WHEREAS, the Parties wish to amend the Agreement to update the Maintenance Schedule, extend the term and increase the compensation to the Vendor as follows; and

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

1. All references to “...Exhibits A and A-1...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1 and A-2 as applicable...” The scope of work marked as Exhibit A-2 is attached and incorporated by reference.
2. Article 4 of the Agreement entitled “**TERM**” is amended to read as follows:
“4. **TERM**: The term of the Agreement is from January 9, 2007 through December 31, 2017.”
3. Article 5(D)(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

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 under the terms of this Agreement for any amount in excess of the sum of **SIX HUNDRED EIGHTY THREE THOUSAND SIX HUNDRED TWO DOLLARS AND FORTY FOUR CENTS (\$683,602.44)**. Vendor acknowledges that any work performed by

Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.”

4. This Fourth 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 herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT LIST:

EXHIBIT A-2 – MAINTENANCE SCHEDULE

[SIGNATURE PAGES FOLLOW]

EXHIBIT A-2 – MAINTENANCE SCHEDULE

CITY AND COUNTY OF DENVER – UPDATED MAINTENANCE SCHEDULE

	Date	Hardware	SW & I/F	Escrow	Add'l HW	Add'l SW	Add'l I/F	Total
Year 8 (7 mos)	06/01/2014 – 12/31/2014	1,984.57	17,085.32	850.00	524.79	5,030.69	3,465.70	28,941.07
Year 9	01/01/2015 – 12/31/2015	3,504.21	30,167.85	850.00	926.62	8,882.79	6,119.44	50,350.91
Year 10	01/01/2016 – 12/31/2016	3,609.33	31,072.88	850.00	954.41	9,149.27	6,303.02	51,838.91
Year 11	01/01/2017 – 12/31/2017	3,717.60	32,005.06	850.00	983.04	9,423.74	6,492.11	53,471.55

Year 8 (06/01/2014-12/31/2016)

Year 8 Add'l Capture Station, Additional Software (Positive ID+ Search license) and Add'l Hardware (Epix Board)

1,371.30 – Additional Software

364.98 – Additional Hardware

Amount prorated for 7 months for a January 1 renewal date.

Professional Services Fees: (Based on hourly rates)

Technical Services 120.00

Description of Technical Services:

- Livescan Interfaces
- Host Interface (JMS/RMS)
- Forms Creation
- Screen Design/Changes
- Data Conversion
- Project Management
- Remote Installation
- Web based training

Please note that the above maintenance schedule is based on the current hardware, software and interfaces. The amount will increase if there are additional purchases during the above 4 year period.

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: TECHS-CE64037-04

Contractor Name: DYNAMIC IMAGING SYSTEMS

By: Linda Holmes

Name: LINDA HOLMES
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Cynthia Feast

Name: Cynthia Feast
(please print)

Title: Maintenance Manager / Corp. Secretary
(please print)

