

## AMENDATORY AGREEMENT

**THIS 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 **THE ACTIVE NETWORK, INC.**, a Delaware corporation registered to do business in Colorado, whose primary address is 10182 Telesis Court, San Diego, CA 92121 ("Vendor") collectively referred to as (the "Parties").

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated August 24, 2010, to provide an Enterprise Class Cashiering system intended for city departments, agencies, and constituents involving the acquisition, purchase, and installation of various software/hardware components as well as significant business process re-engineering (the "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to update the scope of work, amend the term, increase the compensation to the Contractor and to update other contract language 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 "...Exhibit A..." in the existing Agreement shall be amended to read: "...Exhibit A and A-1, as applicable...". The scope of work marked as Exhibit A-1 is attached and incorporated by reference.

**2.** Article 4 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

**"4. TERM:** The term of the Agreement is from August 10, 2010 through August 9, 2018."

**3.** Article 6(A) of the Agreement entitled "**COMPENSATION AND PAYMENT**" is hereby amended to read as follows:

### **"6. COMPENSATION AND PAYMENT:**

#### **A. The Equipment.**

(ii) The total compensation payable to the Vendor for acquiring and installing the Equipment, shall not exceed the amount of **ONE MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED TWENTY TWO DOLLARS ZERO CENTS (\$1,900,722.00)** (the "Maximum Purchase Amount"), payable directly to the Vendor by the City. Payment to the Vendor for the

work to be performed hereunder shall be made by the City in periodic installments subject to the phased delivery, installation, and acceptance of the Equipment, all as set forth in Exhibit A-1.

4. A new paragraph numbered 39 is hereby added to the Agreement reading as follows:

**39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. This 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.

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

**EXHIBIT LIST:**

**EXHIBIT A-1 – SCOPE OF WORK**

**[SIGNATURE PAGES FOLLOW]**

# EXHIBIT A-1

## Statement of Work - Enterprise Cashiering Solution Program

### Milestone #1 ~ Project Initiation, Planning and Specification Review

**Description:**

This milestone will entail project team meetings with key stakeholders and business users to document their existing processes, develop specifications and advise CCD agencies on the best practices to deploy Active Network products for each individual agency integration. It also includes the development of a detailed project plan.

**Responsibilities:**

*Active Network:*

1. Attend the project meetings (may be remote)
2. Interview CCD department business representatives regarding current business and system processes as part of the Business Process Review (BPR). The BPR's will cover each of the interfaces, but from a high level technically and an initial pass of the business needs.
3. Advise CCD staff on best practices to deploy Active Network products
4. Create a BPR documents and integration specifications that summarize all information and recommendations.
5. Review and approve CCD network and server infrastructure design
6. Create a draft detailed project plan.

*CCD:*

1. Schedule and coordinate staff and facilities for all meetings
2. Provide appropriate subject matter experts for all sessions
3. Provide documentation for existing processes including forms and invoices
4. Arrange stakeholder review and approval of all documents
5. Provide CCD network and Server infrastructure design and access.

**Deliverables:**

*Active Network:*

1. Business Process Review Agenda
2. Business Process Review Documents outlining current system processes and workflow and recommended future system processes and workflow. Fit/Gaps will be documented in the BPR documents.
3. Detailed interface specification documents.
4. Draft detailed project plan..

*CCD:*

1. Timely review and comments on all deliverables
2. Sign off of the BPR documents
3. Signoff of the specification documents.
4. Sign off of the Project Plan.

**ACCEPTANCE CRITERIA**

Active and CCD will mutually agree that MILESTONE 1 has been completed when CCD has signed the acceptance certificate indicating that the deliverables are satisfactory for each individual agency integration. The Signoff Process will be executed and a copy maintained by both parties. Active Network shall not invoice CCD until the completion of Milestone #5.

<i>Payment Details</i>			
<b>Professional Services (Project Management)</b>			<b>Milestone Total</b>
\$4,000			\$4,000
<b>Professional Services (Business Process Reviews)</b>	<b>Onsite Fee (\$500 per day - 2 days per integration)</b>	<b>Travel</b>	

\$3,000	\$1,000	\$1,000	\$5,000
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## Milestone #2 ~ Software Delivery and Installation

### **Description:**

This milestone will encompass the installation, configuration and licensing of the Payment Manager software for each individual agency integration. The following high level tasks make up this milestone:

1. Install the Payment Manager in all environments
2. Install required licenses in all environments and ensure the software is working properly

### **Responsibilities:**

#### *Active Network:*

1. Provide links to deliver all software to CCD
2. Create a software test plan that will show what is being set up and how the license and functionality are to be tested for this phase
3. Install the client software on a development machine to connect to all environments
4. Provide and install the Payment Manager license that includes the modules purchased in all environments
5. Verify software & licenses operate as specified in the test plan

#### *CCD:*

1. Provide the necessary server hardware
2. Provide remote access to the environments to Active staff (dependent on background check and Acceptable Use/VPN Agreements)
3. Provide development, test, and production RDBMS services for payment manager
4. Provide development, test, and production IDM services
5. Setup and configure backup services for new system as appropriate for each environment

### **Deliverables**

#### *Active Network:*

1. Software links/Software Binaries
2. Software license(s)
3. Software test plan
4. Verify functionality by providing completed configuration test plan

#### *CCD:*

1. Necessary servers and database environment
2. A copy of the production Payment Manager database to be used for testing
3. Provide backup procedures for production and test environments

### **ACCEPTANCE CRITERIA**

Active and CCD will mutually agree that MILESTONE 2 has been completed when CCD has signed the acceptance certificate, indicating that the deliverables have been satisfactorily met for each individual agency integration. The Signoff Process will be executed and a copy maintained by both parties. Active Network shall not invoice CCD until the completion of Milestone #5.

<i>Payment Details</i>			
<b>Hardware</b>	<b>Software</b>	<b>Services</b>	<b>Milestone Total</b>
\$0	\$5,000	\$0	\$5,000

### **Milestone #3: POS HARDWARE and SOFTWARE DELIVERY, INSTALLATION AND CONFIGURATION**

**Description:**

This milestone will entail the procurement and installation of additional POS peripheral hardware to support each individual agency integration to the POS application on the production Payment Manager database. The POS hardware and software quantity and type for each agency will be subject to the specific requirements of that particular agency and will be ordered accordingly.

**Responsibilities:**

*Active Network:*

1. Provide best practices and assistance for hardware and software configuration.
2. Provide written quotes based on the hardware orders that are provided by CCD.

*CCD:*

1. Provide written requests for quote for additional hardware and software to support agency integrations.
2. The desktop group will create documentation on how they will install the Payment Manager application and POS hardware
3. Integrate the software with the CCD Identity Manager system (IDM)
4. Configure appropriate software components (i.e. Payment Manager) and integrate with CCD IDM system
5. Test POS hardware

**Deliverables**

*Active Network:*

1. Delivery of requested POS hardware.
2. Configuration Specification (if needed).
3. POS Configuration Templates (if needed)
4. Training Materials and Training sessions complete for desktop support and system administrators

*CCD:*

1. Final documentation for POS hardware set up
2. POS Administrator(s) for training

**ACCEPTANCE CRITERIA**

Active and CCD will mutually agree that MILESTONE 3 has been completed when CCD has signed the acceptance certificate, indicating that the deliverables are satisfactory for each individual agency integration. The Signoff Process will be executed and a copy maintained by both parties. Active Network shall not invoice CCD until the completion of Milestone #5.

<i>Payment Details –</i>			
<i>*** The quantity of hardware and software ordered will be subject to the needs of each agency.</i>			
<b>Hardware (per POS Station)</b>	<b>Software (per POS Station)</b>	<b>Services</b>	<b>Milestone Total</b>
\$3,100	\$3,000	\$0	***

## Milestone #4 ~ Individual Agency Integration

### **Description:**

This milestone will entail the development of an integration (which includes POS and online payment functionality) to each individual agency's backend system. The integration will include the installation and configuration of the interface component and system integration testing in the test environment for each individual agency's integration. Upon successful completion of the testing the components will be set up in the production environment for each individual agency integration.

### **Responsibilities:**

#### *Active Network:*

1. The Active Integration Analyst will work with CCD Personnel to define an interface specification detailing how the interface will function and what data will be transferred between systems.
2. Working with the business users to define the data elements & business process required to validate the integration.
3. Creation of the Payment Manager and POS Web integration components to support implementation of the integration.
4. Work with CCD personal for creation of and integration test plan, cases, and scripts
5. Provide test script templates to the business users
6. Working with the users to teach, test and review the processes

#### *CCD:*

1. The CCD project staff will guide, review, and approve the integration design specifications.
2. Creation of any required configurations, customizations and scripts to support the integration within the CCD environment and more specifically the CCD ESB Layer.
3. POS Administrator to create the items and GL codes in the Payment Manager database for testing
4. Business user to complete the test scripts and create necessary test data
5. Business user to help with the testing of the interface once created
  - a. Any variance in the working of the interface that is a contrary to the interface specification will be remedied. There will be no limits to these.
  - b. If there are amendments/changes to the interface specification that arise out of testing that are not errors or bugs, these changes will be approved through the change control process. CCD and Active can monitor these to ensure that there is a reasonable balance between business user requirements and uncontrolled scope creep.
6. DBA resource to make any required changes/backups/restores to the system RDBMS services.

### **Deliverables:**

#### *Active Network:*

1. Detailed interface design specification document, which includes integration test plan, test cases and executed scripts
2. Ensure functional integration to each individual agency's back end system.
3. Documented results of the integration tests.
4. Ensure timely correction of errors or defects in the system function.

#### *CCD:*

1. Creation of the necessary y integration configurations/customizations to support the integration

### **ACCEPTANCE CRITERIA**

Active and CCD will mutually agree that MILESTONE 4 has been completed when CCD has signed the acceptance certificate, indicating that the deliverables are satisfactory. The Signoff Process will be executed and a copy maintained by both parties. Active Network shall not invoice CCD until the completion of Milestone #5.

<i>Payment Details</i>			
<b>Hardware</b>	<b>Software</b>	<b>Service</b>	<b>Milestone Total</b>
\$0	\$0	\$10,000	\$10,000

## Milestone #5 ~ Acceptance Test Complete

### **Description:**

The CCD will coordinate a final project meeting between the CCD and Active Network within 10 business days after completion of MILESTONE #5 to review the results of all previously completed phases to assess the functional operation of the installed Payment Manager system; to determine if there are any outstanding Open Items; and to provide feedback regarding system performance.

### **Responsibilities:**

#### *Active Network:*

1. Availability of Active Project Manager or designate to participate in final project meeting (may be remote).
2. Provide feedback, support and/or, if applicable, in response to any reported system errors

#### *CCD:*

1. Coordinate the availability of subject matter experts to review submitted documentation
2. Ensure availability of staff for meeting

### **Deliverable:**

#### *Active Network:*

1. Final sign off document

#### *CCD:*

1. Sign off on issues and risks document
2. Sign off of final acceptance of Phase 2.

### **ACCEPTANCE CRITERIA**

Active and CCD will mutually agree that Milestone 5 has been completed when CCD has signed the acceptance certificate, indicating that the deliverables are satisfactory. The Signoff Process will be executed and a copy maintained by both parties. At that time, Active Network can invoice CCD for that particular integration.

<i>Payment Details</i>			
<b>Hardware</b>	<b>Software</b>	<b>Service</b>	<b>Milestone Total</b>
\$0	\$0	\$0	\$0

**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:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

