

EIGHTH AMENDATORY AGREEMENT

This **EIGHTH 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 **SYSCON JUSTICE SYSTEMS, INC.**, a California corporation legally authorized to conduct business in the State of Colorado, with its principal address at 300-3600 Lysander Lane, Richmond, BC, V7B 1C3, Canada, hereinafter referred to interchangeably as either “Syscon,” “Vendor” or “Contractor.” The Vendor and City may be referred to collectively as (the “Parties”) or individually as a “Party.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 11, 2008, which Agreement was amended on May 18, 2010, February 28, 2011, April 7, 2011, November 9, 2011, February 27, 2013, February 10, 2014, and on December 9, 2014 (the “Agreement”); relating to software license, support and maintenance; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation for continued support and maintenance (quote attached) 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. Article 4 of the Agreement entitled “**Term**” is amended to read as follows:

“**4. Term:** The term of the Agreement is from February 1, 2008 through December 31, 2019.”

2. Article 5.D(i) of the Agreement entitled “Maximum Contract Liability” is hereby 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 in providing the Software, the services described in the SOW or the support described in Exhibit C during the first year following the warranty period under the terms of this Agreement for any amount in excess of the sum of **THREE MILLION SIX HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED SIX DOLLARS AND ZERO CENTS (\$3,667,206.00)** (the

“Maximum Contract Amount”). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s own risk and without authorization under this Agreement.”

3. This Eighth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

[SIGNATURE PAGES FOLLOW]

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 _____

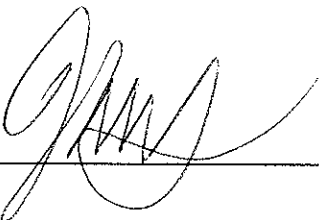
By _____

By _____



Contract Control Number: TECHS-CE76012-08

Contractor Name: SYSCON JUSTICE SYSTEMS, INC.

By:  _____

Name: KERRY LYNN
(please print)

Title: EXECUTIVE VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**ANNUAL SUPPORT & MAINTENANCE
BUDGETARY QUOTATION**

TO:	Major Brian Moore, Denver Sheriff Department	CLIENT:	CITY AND COUNTY OF DENVER DENVER SHERIFF'S DEPARTMENT
FROM:	Jerry Baker	COVER:	24 x 7
DATE:	October 26, 2017	PERIOD:	Annual
RE:	Annual Support & Maintenance FY18 and FY19	TERM:	January 1, 2018 – December 31, 2019

SUPPORT SERVICES

1	Annual Product support and maintenance for the period of January 1, 2018 through December 31, 2018	\$230,856.00
2	Annual Product support and maintenance for the period of January 1, 2019 through December 31, 2019	\$236,350.00
TOTAL FEES:		\$467,206.00

*PENDING

~None~

*Items listed in Pending are noted for budgetary purposes and represent work in progress as of the current date.

ACCOUNT NOTES

- Denver-Boulder-Greely annual CPI for 2013-2016 inclusive has been averaged to 2.38% and applied to each of the FY18 and FY19 fees.
- Original procurement 03/11/2008; Agreement No. 08-167. FY16 and FY 17 fees encumbered under Seventh Ammendatory Agreement (# TECHS-CE76012-07) dated December 9, 2014.
- No change as of 10/01/17 from FY16 supported programs. Talyst Interface and Automated Counts removed from scope 10-31-13. No license set changes as of 10/01/2017.

PRODUCT – MODULES

iTAG Kernel	Programs Management	Electronic Health Records	Billing of Services	Billing of Services
*Admission & Release	Legals/Bail/Sentence Algorithm	Medical Administration Record	Case Management	Case Management
*Schedules & *Movements	Integrated Word Processing	Dental Module	Requests & Grievances	Property
*Gangs (non-Associations)	iTAG	Fixed Assets	Fingerprint Option	Visits Management