

**THIRD AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **IED SUPPORT SERVICES, LLC** a Delaware limited liability company (the "Consultant"), Party of the Second Part;

**WITNESSETH**

**WHEREAS**, the parties entered into an Agreement dated March 22, 2012 in which the Consultant agreed to provide software professional services and replacement parts, warranty, hardware and other software services for the maintenance and operation of the Voice Paging System ("VPS") at Denver International Airport, a First Amendment dated March 8, 2016, and a Second Amendment dated November 22, 2016 which amended the Term and Contract Maximum Liability (the "Existing Agreement"); and

**WHEREAS**, the parties desire to amend the Existing Agreement by amending the Maximum Contract Liability and the Term; and

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **SECTION 4 MAXIMUM CONTRACT LIABILITY; FUNDING** is hereby amended by deleting Section 4 in its entirety and replacing it with the following:

**"4. MAXIMUM CONTRACT LIABILITY; FUNDING**

Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant, including the Fee set forth above and any additional services requested and authorized by the City, under the terms of this Agreement for any amount in excess of Nine Hundred Twenty Six Thousand, Nine Hundred Seventy Nine Dollars and No Cents (\$926,979.00). The Maximum Contract Liability may only be increased by amendment to this Agreement."

2. **SECTION 5 TERM** is hereby amended by deleting Section 4 in its entirety and replacing it with the following:

"The Term of this Agreement shall commence on the Effective Date and shall terminate March 21, 2022. The Term of this Agreement may only be increased by amendment to this Agreement."

3. The existing **EXHIBIT A** is hereby amended with the addition of the attached Exhibit A-1 and Total Device Count document.

4. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

This Third Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

**Contract Control Number:** PLANE-202158746-03 / Alfresco 201102921-03  
**Contractor Name:** IED SUPPORT SERVICES, LLC

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:

\_\_\_\_\_

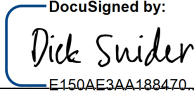
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202158746-03 / Alfresco 201102921-03  
IED SUPPORT SERVICES, LLC

By:  \_\_\_\_\_  
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Name: Dick Snider  
(please print)

Title: AtlasIED Support Services General Manager  
(please print)

ATTEST: [if required]

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

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

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

## **Scope of Work**

**Voice Paging System Manufacturer's Maintenance contract 201102921 SC-00001153**

**2/22/2021**

- WIN7 to WIN10 migration in year one of this plan
  
- ECS Network troubleshooting support when needed
  
- Hardware maintenance, service, warranty, repair and replacement for the term of the contract
  - "Total Device Count DEN 11/16/2020" document attached
  
- Firmware and software updates, upgrades, and annual licensing for the agreement
  
- 24/7/365 one (1) hour remote technical response. AtlasIED technical support personnel must maintain current VPN credentials to access the DEN ECS
  
- On-site inspection (Systems Health Check) by AtlasIED technicians with post visit detailed report
  
- Monthly Windows OS Security Updates vetted, tested, and validated by AtlasIED prior to the release
  
- Access to the AtlasIED PRDP message library updates
  
- Priority (overnight if necessary, as determined by AtlasIED) advance replacement

