

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CITYSPAN TECHNOLOGIES, LLC.** (the “Contractor”), jointly the “Parties.”

RECITALS

A. The City and Contractor entered into an Agreement executed on December 20, 2018; a First Amendatory Agreement executed on April 29, 2000; a Second Amendatory Agreement executed on December 9, 2021; a Third Amendatory Agreement executed on March 15, 2023; and a Fourth Amendatory and Revival Agreement executed on October 23, 2025 (the “Agreement”), for the performance of certain work set forth in the Agreement, as amended, and the exhibits thereto; and

B. The Parties wish to amend the Agreement to modify the scope of work and increase compensation to the Contractor in order to continue services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All of the recitals above are hereby confirmed and incorporated herein as part of the Agreement.

2. All references to “Exhibit A”, including references to Exhibit A through Exhibit A-4 in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5, as applicable.” The Scope of Work marked as Exhibit A-5 is attached hereto and incorporated herein by this reference.

3. Section 18 of the Agreement, entitled “**TERM**”, is hereby amended to read as follows:

“The term of the Agreement is from October 1, 2018, through February 28, 2027.”

4. Section 19.1 of the Agreement entitled “Fee” is hereby amended to read as follows:

“The fee for the Service and technology related services described in Exhibit A and Exhibit B, as they may have been amended or modified, including Exhibit A-5, is \$1,141,782.00 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with Exhibit A and Exhibit B as both have been amended, including Exhibit A-5 and Exhibit B-1.”

5. Section 19.4.1 of the Agreement is hereby amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$1,141,782.00)** (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 Exhibit A and Exhibit B, as

they may have been amended or modified, including Exhibit A-5 and Exhibit B-1. Any services performed beyond those in Exhibit A and Exhibit B, as they may have been amended or modified, including Exhibit A-5 and Exhibit B-1 are performed at Contractor's risk and without authorization under the Agreement.”

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

7. This Fifth 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.

Contract Control Number:
Contractor Name:

MOEAI-202684529-05: LEGACY: MOEAI-202684529-05
CitySpan Technologies, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202684529-05: LEGACY: MOEAI-202684529-05
CitySpan Technologies, LLC

By:

Signed by:

Michael Mattson

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Name:

Michael Mattson

(please print)

Title:

CRO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Cityspan Technologies, LLC
 333 SE 2nd Ave.
 Miami, FL 33131

4/29/2026

To: Jessica Ridgeway, Director of OST Initiatives
 Office of Children's Affairs, City and County of Denver

From: Kara Johnson, Director of Business Development
 Cityspan Technologies, LLC (ClearGov)

Re: Budget and Statement of Work for Period of 1/1/25 – 2/28/27

The following describes costs associated with operating Cityspan software for the period of January 1, 2025, to February 28, 2027, with the end date extended from June 30, 2026, to February 28, 2027. 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.

2025 Budget

Expense Category	Cost
Enterprise Licensing and Hosting	\$55,000
User Support Services	\$5,000
Project Management	\$25,000
System Configuration	\$27,500
TOTAL COSTS	\$112,500

2026 Budget

Expense Category	Cost
Enterprise Licensing and Hosting	\$55,000
User Support Services	\$5,000
Project Management	\$25,000
System Configuration	\$27,500
TOTAL COSTS	\$112,500

2027 Budget (Pro-rated for the period 1/1-2/28/27)

Expense Category	Cost
Enterprise Licensing and Hosting	\$9,166
User Support Services (Not included)	\$0
Project Management	\$4,166
System Configuration	\$2,500
TOTAL COSTS	\$15,832

BUDGET SUMMARY (1/1/25 – 2/28/27)

Expense Category	Cost
Enterprise Licensing and Hosting	\$119,166
User Support Services	\$10,000
Project Management	\$54,166
System Configuration	\$57,500
TOTAL COSTS	\$240,832

Enterprise Licensing & Hosting (Hard Cost)

An annual hard-cost fee is charged for licensing the software and hosting it at Cityspan’s data center. The fee covers costs related to hardware and software maintenance and security monitoring. Based on usage data, the budget provides enterprise licensing for up to 650 registered users.

Under the terms of the Master Services Agreement, the City is granted a non-exclusive, non-transferable right and license to access and use the software-as-a-service (SaaS) system solely for its internal operations and program management purposes. Title to and ownership of the software and its associated intellectual property rights remain with Cityspan Technologies, LLC. The City retains exclusive ownership of all City Data and End User Data, and Cityspan is granted only a limited license to access and process such data for the purpose of fulfilling its contractual obligations. No rights, implied or otherwise, are granted to either party’s data or intellectual property except as expressly stated in the agreement. The software will be hosted in secure U.S.-based data centers in accordance with all applicable federal, state, and local security and data privacy standards.

User Support Services

An annual user support fee provides Help Desk coverage Monday–Friday during business hours (10 am – 5 pm MDT) and email support for asynchronous issues. The budget assumes support for up to 650 registered users. User support services will cease as of December 31, 2026.

Project Management

Cityspan assigns a dedicated project manager responsible for requirements planning, oversight of application configuration, status reporting, and escalation management. The annual project management fee includes costs associated with meetings, email and phone communications between the City and Cityspan. The budget allocates 167 hours annually, billed at \$150 per hour.

System Configuration

A development fee is charged to implement and test the custom configuration required to align the software with the City’s requirements. This includes annual transitions, minor updates, and ongoing support for data collection forms, workflows, and reports. The budget allocates 183 hours annually, billed at \$150 per hour.

Tasks are based on the scope of work outlined by the City, including:

OCA Awards

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for OCA Award forms, reports, and workflows, including deduplication protocols and participant data upload tools.
- *Daily Attendance Tracker Upload Tool:* Configure a new upload tool to allow providers to upload daily attendance data on a monthly basis.
- *Daily Attendance Tracker Upload Tool:* Perform minor modifications based on user feedback.

Youth Program Locator

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for Youth Program Locator data collection forms and exports.

DPS Reporting

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for DPS data integration, validation protocols, and DPS report generation.

Survey Administration

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for survey administration tools, workflows, and reports.

Reporting

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for OCA's data warehouse and BusinessObjects reports.
- *OCA Award Reports:* Update OCA Award reports to align with data collection updates performed in Fall 2025.
- *Monthly Attendance Report:* Develop attendance report to align with monthly upload of daily attendance tracker.
- *CY Participation Report (2026):* Rollover 2025 report and implement required updates for 2026.
- *Ad Hoc Reports:* Configure additional BusinessObjects reports based on DAA's specification.

System Administration

- *Ongoing Maintenance:* Annual transitions, minor updates, and ongoing support for system infrastructure and administration functionality.
- *System Deactivation and Offboarding:* Perform final system deactivation and deliver .csv output files for every system entity in a denormalized format; deactivate provider user accounts prior to contract termination in order to allow time for OCA to generate final grant reports.

Current contract amount: \$1,069,700

ADD: \$72,082

Extend time: (7/1/2026 - 2/28/2027)