

FIRST AMENDATORY AGREEMENT

This **FIRST AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MISSION CRITICAL PARTNERS, LLC**, a Delaware limited liability company, located at 690 Gray's Woods Blvd Port Matilda, Pennsylvania, 16870 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated December 12, 2022 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the scope of work, update paragraph 20- No Employment of a Worker Without Authorization to Perform Work Under the Agreement, and insert paragraph 40 – Compliance With Denver Wage Laws.

NOW THEREFORE, in consideration of the promises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **January 1, 2022** and will expire on **December 31, 2029** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.2.1 entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**4.2. Maximum Contract Amount**:

4.2.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SIXTY THOUSAND DOLLARS AND TWENTY-SIX CENTS (\$660,000.26)** (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**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“**20. Reserved.**”

4. Section 40 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby inserted into the Agreement and states:

“**40. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

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

7. This 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.

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Contract Control Number: SAFTY-202582711-01/Parent: SAFTY-202265618-01
Contractor Name: MISSION CRITICAL PARTNERS, 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:

SAFTY-202582711-01/SAFTY-202265618-01
MISSION CRITICAL PARTNERS, LLC

Signed by:
By: John L Spearly
59086D6E15F0476...

Name: John L Spearly
(please print)

Title: Director of Contract Administration
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-1

Phase V: System Implementation and Cut Over Support (18 months)

MCP will provide project management services to the City throughout the 18-month CAD implementation – from contract signing to system cutover. MCP understands that the deployment of the new CAD must be completed with no disruption to emergency communications or response operations. MCP has a long history of successful CAD implementations for major U.S. cities, and we believe our partnership with Denver will produce the positive outcome.

MCP's implementation support is more than mere vendor oversight, it is scoped as a collaborative co-management role with the City project team. Our assigned project manager will work closely with the City project lead to manage City personnel activities **and** ensure the vendor's project deliverable are completed on time and within budget. MCP will assign a senior technical lead to assist our PM throughout the project so that our team will always provide uninterrupted coverage and the highest level of technical expertise.

The MCP methodology in working with all major CAD vendors has a proven track record of success and, specifically, we have implemented CAD solutions from Denver's selected vendor for over ten years. Our methodology is driven by the core principle of applying rigorous project management processes that ensure the best interests of the City are always protected. From the outset, MCP will work with the City's project team and the selected vendor in the development of a single, integrated project plan that encompasses all activities required to deliver success for the CAD implementation, which includes:

- Onsite support of vendor-led project kickoff meeting and initial data gathering sessions
- Coordination with City and vendor to ensure the project schedule is locked in following the kickoff and managed throughout the project lifecycle
- Institute a Risk, Actions, Issues and Decisions (RAID) log that will serve as the primary management tool that drives the completion of project activities
- Ensure system interfaces are captured and managed in an Interface Development Log and that each interface has a unique Interface Specification Document
- Assist the City with scheduling training of the configuration team and ensuring the selected vendor delivers effective training to that team
- Oversee system configuration activities and co-manage City-led tasks to ensure timely completion
- Oversee vendor-led interface development efforts to ensure that City or third-party resources are available to complete tasks and properly configure the interfaces for production state
- Oversight of all activities associated with the installation hardware and the loading/configuration of the CAD production, test and training environments
- Assist in the development of test plans and scripts designed to demonstrate functional fulfillment of the technical requirements
- Provide onsite technical expertise during specific phase of system testing and ensure that all issues or software defects encountered are documented for vendor remediation
- With the City project team and vendor, develop a comprehensive training plan to ensure the end user community is sufficiently trained on the new system



- Develop a rigorous system cut-over plan and final system approval framework following go-live
 - Work with the City and vendor team to resolve issues prior to system acceptance and release of final vendor payment

From an administrative perspective, MCP supports the City in all project planning activities throughout the implementation, such as:

- General project management from seasoned public safety system industry experts
- Monitoring contract compliance throughout the implementation to ensure all parties deliver according to the terms of the agreement
- Project change order management, if needed
- Schedule coordination and integration oversight between the vendor and the City
- Reviewing vendor documentation for approval by the City
- Co-maintenance of RAID and Interface Development Logs
- Identification of demarcation points for any level of effort discrepancies between the vendor, the City and third-party providers
- Technical representation during functional, interface and end-to-end system testing
- Oversight of system transition and cut-over activities
- Punch list development and open item resolution
- Review of as-built documentation, as needed
- Assist with coordinating vendor and City-led delivery of training
- Recommendation regarding system acceptance

Phase VI: Post Cutover Lifecycle Support and Project Closeout (2 Months)

MCP will provide support to the City after the CAD system has been cutover and placed in beneficial use. MCP recognizes the project does not end once the system has been cutover and the beneficial use period commences. Our goal is to continue to support the City through the resolution of all punch list items that remain open beyond cutover and to assist in the validation of any code fixes that may have to be applied during the post cutover period to resolve open items.

MCP will support the City throughout the post cutover project closeout process and will remain available for consultation as a subject matter expert as system updates and patch fixes are required. Typical responsibilities of the MCP team during the post cutover and project closeout phase include support such as:

- General project management
- Schedule coordination and integration oversight between the vendor and the City applying/testing/validating code fixes applied to the system for punch list resolution
- Oversight of City testing/validating any code fixes to resolve open punch list items
- Technical representation on behalf of the City for the resolution of open punch list items
- Recommendation regarding project closeout and final system acceptance



Project Pricing

Because project implementation is dependent upon vendor implementation schedules and client resource availability, which can vary, Phases V and VI are offered under a **not to exceed** contract model where services are delivered, as needed, up to a set threshold. Professional Services for Phases V and VI are provided for a **not to exceed fee of \$378,907.00, including expenses**. Table 1 provides a breakdown of the cost of each phase.

MCP will provide services on a per hour basis under the Houston-Galveston Area Council (H-GAC) All Hazards Preparedness, Planning, Consulting & Recovery Services Contract No. HP08-21, as referenced in the Agreement. By applying the 2021 H-GAC rate schedule, the City avoids the 12.6% cost increase reflected in the 2025 rate schedule, preventing an additional \$47,750 in charges for the same level of effort. Reimbursable expenses will be invoiced at cost incurred.

Table 1: Pricing Table

Phase	Cost
Phase V – Systems Implementation and Cut Over Support (18 Months)	\$356,763.00
Phase VI – Post Cutover Lifecycle Support and Project Close Out (2 Months)	\$22,144.00
Total, Phases V and VI	\$378,907.00

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor hours and expenses for authorized activities based on the approved scope of work.

Any additional services contracted in subsequent years will be performed at MCP's then current fee schedule.