

NINTH AMENDATORY AGREEMENT

THIS NINTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KEEFE COMMISSARY NETWORK, L.L.C.**, a Missouri limited liability company whose address is 10880 Linpage Place, St. Louis, Missouri 63132 (“Keefe” or the “Contractor”), jointly referred to as the “Parties”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into the Agreement dated October 24, 2006, and amended the Agreement on May 5, 2009, March 2, 2010, January 26, 2011, March 20, 2012, October 3, 2012, September 6, 2013, January 23, 2015, and November 12, 2015 (collectively, the “Agreement”) to provide canteen/commissary and accounting services for use by the inmate population at the Denver County Jail locations.

WHEREAS, the Parties wish to amend the Agreement to extend the term of the contract and expand the scope of work to provide for an additional technology environment outside of the production environment.

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

1. Article 6 of the Agreement, entitled “**TERM OF AGREEMENT**” is amended to read as follows:

6. TERM OF AGREEMENT: The term of the Agreement shall commence on October 1, 2006 and terminate on December 31, 2018.

2. Exhibit A is amended to incorporate the attached Exhibit A-1.

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

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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: SHERF-RC63008-10

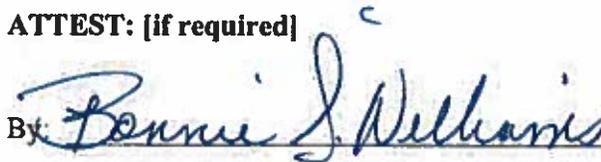
Contractor Name: Keefe Commissary Network LLC

By: 

Name: JOHN PURICELLI
(please print)

Title: EXEC VP / GM
(please print)

ATTEST: [if required]

By: 

Name: Bonnie S. Williams
(please print)

Title: Executive Assistant
(please print)





EXHIBIT A-1

Denver Sheriff's Department

Technology Management Unit (TMU)

Scope of Work (Addendum)

Keefe Commissary System

Technology Services

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Introduction

Amendment

This document is an amendment to the existing Keefe Commissary SOW previously agreed upon and signed-off by Keefe and The City and County of Denver. The Keefe Commissary Application is a mission critical application, necessitating the need to develop a non-production environment and to stipulate expectations by the City and County of Denver formally and in writing to ensure sufficient provisions are made.

Amendment overview

The Keefe Commissary system is currently meeting the needs of the Denver Sheriffs Department. The system has become stable, but when issues do occur, the TMU (Technology Management Unit) and Keefe have agreed to refine the methodology used when developing, implementing and testing. Currently, those activities are happening on the production system which poses significant risk to the City and County of Denver. Keefe was identified as a Mission Critical system and must follow the standard DTAP (Development Test Acceptance Production) methodology that is best practice for doing these types of assessments, prior to release to the production system.

Expectations

Keefe shall provide, standup and support a non-production system to ensure proper DTAP and change procedures can be followed. The non-production shall be refreshed from Production system at minimum prior to testing patches or upgrades or once a month

Keefe shall work in coordination with DSD, City Technology Services to build and maintain the non-production environment per City Technology Standards

In addition, the expectation of the DSD is that proper and sufficient Change Management procedures are followed to ensure the highest level of risk management when deploying updates and fixes to the Keefe system. Those Change Management procedures are:

- Go/No Go meeting with Vendor and City following completion of testing
Meeting shall occur at minimum three (3) business days prior to schedule production update
- Denver Sheriff Department sign off/approval from User Acceptance Testing

The above indicated timelines are adjustable per need (with communication and mutual agreement from the City and County of Denver and Keefe).

Future feature releases

The City and County of Denver will expect the test server to always be updated first with any new updates or patches. Only upon successful testing and approval by the CAB will changes be implemented into production.



Acceptance

Acceptance Certificate

Client: City of Denver
Project:
Initiated By: Technology Services

Date: _____

Milestone Reference:

Type: Final

Description:

The above _____ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

City Representative

Date

City Project Manager

Date

Vendor Project Manager

Date



Glossary of Terms & Acronyms

Acronyms

Acronym	Definition

Terms

Term	Definition