

SEVENTH AMENDATORY AGREEMENT

THIS SEVENTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CI TECHNOLOGIES INC**, a Florida corporation registered to do business in Colorado, whose address is 65 Seaside Capers Road, St. Augustine, Florida 32084 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 21, 2012, an Amendatory Agreement on May 1, 2013, a Second Amendatory Agreement on December 2, 2013, a Third Amendatory Agreement on August 29, 2016, a Fourth Amendatory Agreement on May 2, 2018, a Fifth Amendatory Agreement on October 17, 2019, and a Sixth Amendatory Agreement dated February 12, 2021, to provide an automated case management system for the Denver Department of Safety (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2024, all references to Exhibits A, A-1, A-2, A-3, and A-4 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, and A-5, as applicable. Exhibit A-5 is attached and will control from January 1, 2024.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on November 1, 2012, and expire, unless sooner terminated, on December 31, 2025.”

3. Subsection 4(A) of the Agreement, titled “**Fee**,” is amended to read as follows:

“A. **Fee**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached Exhibits. Amounts billed may not exceed rates set forth in the Exhibits and will be made in accordance with any agreed upon payment milestones in accordance with the SOW.”

4. Subsection 4(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Three Hundred Fourteen Thousand Three Hundred Fifty-One Dollars and Twenty Cents (\$1,314,351.20) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3, A-4, and A-5**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, and A-5** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

5. Section 7 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“7. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to

examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276."

6. Section 23 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

"23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Seventh Amendatory Agreement is not 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.

9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-5**, Quote.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

TECHS-202371149-07 (TECHS-201208585-07)
CI TECHNOLOGIES INC

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: _____

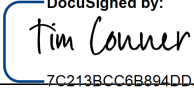
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

TECHS-202371149-07 (TECHS-201208585-07)
CI TECHNOLOGIES INC

By:  7C213BCC6B894DD...

Name: Tim Conner
(please print)
Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

CI Technologies, Inc.

PO Box 57
Amherst, NH 03031

Quote

Date	Estimate #
10/25/2023	1800

Name / Address
Denver Fire Department Attn: Finance Division 745 West Colfax Avenue Denver, CO 80204

Project

Description	Qty	Rate	Total
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2024 - December 2024		3,213.00	3,213.00
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2024 - December 2024		2,142.00	2,142.00
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2025 - December 2025		3,373.65	3,373.65
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2025 - December 2025		2,249.10	2,249.10
*Denver Fire Department			
*Please contact ar1@ci-technologies.com or (800) 620-8504 ext. 740 with questions.		Total USD 10,977.75	

CI Technologies, Inc.

PO Box 57
Amherst, NH 03031

Quote

Date	Estimate #
10/25/2023	1801

Name / Address
Denver County Sheriff's Office Attn.: Nissa Mills Technology Services-Dept 301 201 W Colfax Ave Denver, CO 80202

Project

Description	Qty	Rate	Total
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2024 - December 2024		5,899.07	5,899.07
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2024 - December 2024		4,424.30	4,424.30
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2025 - December 2025		6,194.02	6,194.02
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2025 - December 2025		4,645.52	4,645.52
*Denver County Sheriff's Office			
*Please contact ar1@ci-technologies.com or (800) 620-8504 ext. 740 with questions.		Total USD 21,162.91	

CI Technologies, Inc.

PO Box 57
Amherst, NH 03031

Quote

Date	Estimate #
11/7/2023	1809

Name / Address
Denver Police Department Technology Services -Dept 301 201 W Colfax Ave Denver, CO 80202

Project

Description	Qty	Rate	Total
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2024 - December 2024		6,685.61	6,685.61
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2024 - December 2024		4,369.68	4,369.68
EIPro software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2024-December 2024 (*pro-rated from December 2023-November 2024 to January 2024-December 2024)		48,750.00	48,750.00
IAPro internal affairs/professional standards unit software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2025 - December 2025		7,019.89	7,019.89
BlueTeam annual maintenance including provision of all software upgrades, associated materials and technical support via phone and e-mail for the following period: January 2025 - December 2025		4,588.16	4,588.16
EIPro software annual maintenance renewal. Includes provision of product upgrades and technical support via phone and email for period: January 2025 - December 2025		47,250.00	47,250.00
*Denver Police Department			
		Total	USD 118,663.34