

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CATAPULT SYSTEMS, LLC**, a Texas limited liability company doing business at 1221 S. Mopac Expressway, Austin, Texas 78746 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into Master Services Agreement dated April 17, 2018, and a First Amendatory Agreement dated December 8, 2019 (collectively, the “Agreement”) to provide the services outlined in the statement of work (“Agreement”).

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Section 19 of the Agreement entitled **TERM** is amended to read as follows:

“**19. TERM:** The term of the Agreement is from January 1, 2018 through January 1, 2024.”

3. Section 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 20.4.1 entitled “**Maximum Contract Liability**” is amended to read as follows:

“**20.4 Maximum Contract Liability:**

20.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED NINE THOUSAND SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$609,650.00)** (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 B. Any services performed beyond those in Exhibit B are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Second 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: TECHS-202056526-02 (201738742-02)
Contractor Name: CATAPULT SYSTEMS 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

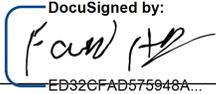
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202056526-02 (201738742-02)
CATAPULT SYSTEMS LLC

By:  _____

Name: Syed Hasan
(please print)

Title: VP Operations and Managed Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Software Services Renewal Agreement

Client:	City and County of Denver	Effective Date:	01/01/2021
Underlying Agreement:	Fuse Subscription Agreement (SA) signed 12/08/2019.	Pricing valid until:	01/01/2021

This Change Request must be signed and submitted by 12/15/2020.

Change Justification
Software Services Subscription Renewal for 3 Years

Change Description		
Software Subscription:		
Software	Description	3 Year Fee
3 Year Software Assurance Tier 3: 1001-5000 users Intranet for Office 365 People Add-on Appendix B	Valo Fresh Subscription (\$12,000) <ul style="list-style-type: none"> – Access to Valo software cumulative updates and hotfixes – Access to Valo Mobile Application for Office 365 (online only) Catapult Software Update Services (\$15,450) <ul style="list-style-type: none"> – Updates and hotfixes for one (1) Valo product (Intranet) in one (1) environment – Deliver Product Roadmap Review update (monthly) – Access to Catapult Library 	\$27,450
Software Subscription Total		\$27,450
<i>Software Subscription will be invoiced annually. \$9,150 will be invoiced upon purchase and on each one year anniversary.</i>		
Support Subscription:		
Support Services	Description	Monthly Fee
Fuse Service Appendix B	O365 Coaching Services (\$3,100) Named Office 365 Coach Regularly scheduled advisory meetings (bi-weekly) WebTrends PowerBI Reporting and Analytics (monthly) Improvement roadmap and recommendations (ongoing)	\$6,450
	Flex Services (\$3,350) Named Support Team Flex Services Budget: ~approximately 20 hours of Cat I Full Access: Catapult Systems Flex Services Catalog <ul style="list-style-type: none"> – Office 365 / SharePoint / Teams – Valo Intranet Software – Any Microsoft technology listed in Service Catalog – Service Level Agreement for response times 	
Services Subscription Services Total <i>(Total Monthly Fee * Initial Subscription Term)</i>		\$232,200



Flex Services are consumed at the following hourly rates:

When requests are made...	For Category I Technologies	For Category II Technologies
Within Flex Monthly Subscription (Discounted Flex)	\$155 / hr.	\$222 / hr.
Beyond Flex Monthly Subscription (Over Flex)	\$170 / hr.	\$242 / hr.
After Hours Flex Monthly Subscription	\$190 / hr.	\$268 / hr.

Renewal Term:

36 Months

Total Contract Value:

\$259,650

Customizations are defined as the modification of packaged software, including but not limited to Office 365 and third-party software, to meet specific client requirements. Implementation and support of assets from the Catapult Library are considered Customizations. Catapult makes no warranties regarding Customizations and provides Customizations "As Is". All support for Customizations including but not limited to installation, configuration, enhancements, user support and bug fixes is provided via Flex Services or Ad Hoc Services subscription agreement.

All other terms and conditions from the Underlying SA or SOW referenced above remain the same unless otherwise specified in this agreement.

Acceptance

Catapult Systems, LLC

1221 South MoPac Expressway, Suite 350,
Austin, TX 78746

City and County of Denver

210 West Colfax Avenue
Denver, CO 80202

Signature	
Printed Name	Syed Hasan
Title	Vice President – Operations and Managed Services
Date	

Signature	
Printed Name	
Title	
Date	

**Appendix B: Services**

This appendix replaces Appendix B and Appendix C from the Underlying Agreement referenced above.

Annual Software Assurance

1. Apply cumulative updates for one (1) Valo product for one (1) environment. Note, additional environments can be updated using Flex Support Services / Ad Hoc Support Services.
 - a. Provide Release Notes
 - b. Coordinate timing and resources for software updates to Client's environment
 - c. Apply Valo software updates
2. Deliver Product Roadmap Review update monthly
3. Access to the Catapult Library

O365 Coaching Services

Changes to existing reports, new reports, and/or queries built on existing datasets are included as part of the monthly service. If a new dataset is required, that time will be billed outside of the Coaching Services fixed fee service. The following monthly activities are also included as part of the Coaching Services service.

1. Schedule and facilitate up to two (2) half hour advisory meetings with Client monthly
2. Develop digital workplace improvement roadmap and recommendations to support advisory meetings
3. Enablement of Microsoft 365 Graph provided PowerBI reporting
4. Changes to existing reports, new reports, and/or queries built on existing datasets
5. Deliver Intranet Monthly Summary Report
 - Ticket SLA and Detail (if applicable)Metrics below require Power BI and WebTrends
 - Key Metrics/Dashboard
 - Monthly Active Documents by Site
 - Monthly Active Users by Site
 - Monthly Popular Pages by Site
 - Monthly On-site Search Phrases (successful and unsuccessful)
 - Monthly Time Hourly/Daily Server Activity
 - Monthly Popular Browser



Flex Services

Service budget available to complete service requests as approved by Client to include.

1. Valo Support
2. Customizations
3. Forms and Workflows Development
4. Power Apps, Power Automate, PowerBI and/or PowerShell development
5. Custom Analytics, Bulk Content Migration Support, Communication and Adoption campaigns
6. Content Owner Support, Governance Support, Product Support
7. Ongoing Solution Guidance and Education, Additional Onboarding Workshops
8. Any other support needs per the Catapult Systems Flex Services Catalog.

Catapult Systems Flex Services Catalog (<https://www.catapultsystems.com/Catapult-Flex-Services-Catalog.pdf>).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste. 100 Austin TX 78759	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Nina Terrasas</td> </tr> <tr> <td>PHONE (A/C No. Ext): 512-452-8877</td> <td>FAX (A/C, No): 512-452-0999</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Nterrasas@watkinsinsurancegroup.com</td> </tr> </table>	CONTACT NAME: Nina Terrasas		PHONE (A/C No. Ext): 512-452-8877	FAX (A/C, No): 512-452-0999	E-MAIL ADDRESS: Nterrasas@watkinsinsurancegroup.com									
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INSURED Catapult Systems, LLC 1221 S. Mopac Expwy #350 Austin TX 78746-7626	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Travelers Casualty & Surety</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty & Surety	19038	INSURER B : Travelers Indemnity Company	25658	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 743744896** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP 91N22231	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 4P03331A	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP 4P02520	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB 4P03331A	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property (RC) Professional Liability			ZLP 91N22231 ZPL 51N24663	1/1/2020 1/1/2020	1/1/2021 1/1/2021	Limit/Deductible \$555,000/\$2500 Each Wrongful Act Lim \$3,000,000 Aggregate/Retention \$3,000,000/25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber Liability Policy#ZPL51N24663 effective 01/01/2020-01/01/2021
 Aggregate Limit-\$3,000,000/Each Wrongful Act Limit-\$3,000,000/Retention-\$10,000
 Contract #: TECHS-202056526
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on the General Liability policy.

CERTIFICATE HOLDER City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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