

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”), and **VERSATERM PUBLIC SAFETY INC.**, a Canadian corporation, whose address is 400-1331 Clyde Avenue, Ottawa, ON K2C 3G4, Ontario, CA (the “Contractor” or “Versaterm”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated into an Application Software Support Agreement dated December 9, 2008, and as amended on December 27, 2011, February 28, 2012, September 12, 2014, November 28, 2017, and January 7, 2021, to provide maintenance for the Police Department’s RMS System, supported RMS Interfaces, and Mobile Workstations (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 upon execution, all references to Annex A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Annex A, A-1, A-2, A-3, and A-4, as applicable. Annex A-4 is attached and will control from the date of execution.

2. Subsection 4.1 of the Agreement, titled “**SUPPORT PERIOD**,” is amended to read as follows:

“**4.1** The Support Period (the Agreement term) will commence on November 1, 2008, and will continue December 31, 2025. The Support Period will end automatically upon termination of the License if that event occurs. The Agreement may be continued on a year to year basis upon agreement by both Parties and amendment to the Agreement.”

3. Subsection 6.5 of the Agreement titled “**SUPPORT FEE AND PAYMENT TERMS**” is hereby amended to read as follows:

“**6.5** Any other provision of this Agreement notwithstanding, in no event shall the Customer be liable for payment for services rendered and expenses incurred by VERSATERM under the terms of this Agreement for any amount in excess Nine Million Seven Hundred Eight Thousand Two Hundred Forty-Eight Dollars (\$9,708,248.00), and any sums set out in Section 2.5 for contingent expenses which are subject to prior authorization by the Customer. VERSATERM acknowledges that the Customer is not obligated to execute an agreement or amendment to VERSATERM for any further phase of work other than the work described herein, and that any work performed by VERSATERM beyond that specifically described is performed at VERSATERM’S risk and without authorization under this Agreement.”

4. Section 13 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“**13. 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.”

5. Section 18 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**18. 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.”

6. A new Section 20 of the Agreement, titled “**CRIMINAL JUSTICE INFORMATION**,” is hereby added as follows:

“**20. CRIMINAL JUSTICE INFORMATION**: Access to and use of criminal history record information and other sensitive information maintained in local, state, and FBI-managed criminal justice information systems by the Contractor are subject to the terms of this Agreement; 28 C.F.R. Part 20, Criminal Justice Information Systems; 18 U.S.C. § 2721, Prohibition on release and use of certain personal information from State motor vehicle records; Public Law 92-544; the National Crime Prevention and Privacy Compact; the National Crime Information Center (“NCIC”) operating manual and policies; the most recent Criminal Justice Information Services Security Policy; and **Appendix F**, the Federal Bureau of Investigation (“FBI”) Criminal Justice Information Services Security Addendum, attached hereto and incorporated herein by reference. Private contractors who perform criminal justice functions and have access to Criminal Justice Information (“CJI”) shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information (“CHRI”), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification page in **Appendix F**. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

7. A new Appendix F, titled “**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**” is hereby added to this Agreement and shall read as provided on Appendix F attached hereto.

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

9. This Sixth 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.

10. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Annex A-4**, Denver Police Projected RMS Maintenance/Support for 2 Years (2024, 2025); and **Appendix F**, Federal Bureau of Investigation Criminal Justice Information Services Addendum.

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Contract Control Number: TECHS-202370149-06 (TECHS-CE83108-06)
Contractor Name: VERSATERM PUBLIC SAFETY 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202370149-06 (TECHS-CE83108-06)
VERSATERM PUBLIC SAFETY INC.

By:  _____
5D4A4992E9524CC...

Name: Sue Langlois
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Annex A-4, Denver Police Projected RMS Maintenance/Support for 2 Years (2024, 2025)

Denver Maintenance Support Period: Jan1 - Dec 31

Date: June 14, 2023

Component	QTY	2023 Support	2024 Support	2025 Support
RMS, Mobile (MDT,MRE), Interfaces and 3rd Party Maintenance & Support		\$622,092	\$665,638	\$712,233
RMS Licenses, Accidents, General Registration, Permits & Licensing, Document Attachments, e-Ticketing, RMS Upgrades, 7x24 Full Emergency Support	512			
Crime Analysis (VDM/VCAP)				
Mobile Licenses (MDT, MRE, Maps, AVL, Mugshots, US&C Citations)	547			
Support 3rd Versadex RMS Env (DEV/Test, Train, PROD)				
vMobile Licenses	170			
<i>Interfaces</i>				
CBI/NCIC Interface (RMS & Mobiles)				
Mugshot Interface				
Tritech CAD Interface (MDT, vMobile, GPS)				
US&C Data Exchange				
DA Interface, incl Webservice Accept/Reject Case				
LIMS/BEAST Interface				
eMVA Interface				
<i>4J's Run-Time Licenses</i>	553			
<i>4J's Compilers</i>	2			
Sheriff's Department				
Mobile Licenses - Sheriff's Department	14	\$4,418	\$4,727	\$5,058
NEW - DSD RMS - annual maintenance & support (assume go live Jan 2024)			\$25,000	\$26,750 #1
RMS DB Support (Postgres SQL) - 2023 prorated 8 months; full 12 mths = \$8,000		\$5,440	\$8,560	\$9,159
TOTAL BY YEAR		\$631,950	\$703,926 (incl 7% incr)	\$753,200 (incl 7% incr)

#1 Maint/Support for DSD RMS Software is as per quote dated Aug 9, 2022; assumption is that DSD will go live with the RMS Jan 2024

APPENDIX F, FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative