

## **CONTRACT AMENDMENT NUMBER 2**

### **I. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between ThomasKelly Software Associates, LP, 1 Sugar Creek Center Boulevard, Suite 410, Sugar Land, Texas 77478 (hereinafter called Contractor), and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

### **II. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### **III. FACTUAL RECITALS**

The Parties entered into the Contract to implement a state-wide data collection and management system in a web-enabled format for the 21st Century Community Learning Centers (21st CCLC) grant program and automate the annual reporting process to the United States Department of Education (USDOE).

### **IV. CONSIDERATION-COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

## V. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

## VI. MODIFICATIONS

The Amendment and all prior amendments thereto, if any, are modified as follows:

- A. Paragraph V.A. shall be amended to extend the performance period through December 31, 2014.
- B. Paragraph VI.A. shall be deleted and replaced with the following:

Contractor shall maintain the EZReports off the shelf web-based software for data collection, management and reporting of 21<sup>st</sup> CCLC after school programs in Colorado.
- C. Paragraph VI.C. shall be deleted and replaced with the following:

Software shall include the master student roster with a column for daily transportation routing for each student that was created with the initial Contract.
- D. Paragraph VI.F. shall be deleted and replaced with the following:

The system has been implemented for Colorado. There will be no break in service from one Contract period to the next, so that the software system will be available to all Users from the end of the last Contract through the new Contract period.
- E. Paragraph VI.F.1 shall be deleted and replaced with the following:
  - 1. Contractor shall make the system for the 2013-2014 school year available to all Users continuously through December 31, 2014 without any breaks in service.
- F. Paragraph VI.G. shall be deleted and replaced with the following:

Data shall be entered and managed by Users at the State, Subgrantee and Site levels.
- G. Paragraph VI.L.3 shall be deleted.
- H. Paragraph VI.L.10. shall be deleted and replaced with the following:

Contractor shall assist CDE with annually uploading all Colorado data into the federal PPICS reporting system, no later than the last day of October after the annual reporting period has ended, or on a mutually agreed upon alternate date.

- I. Paragraph VI.M.5. shall be deleted and replaced with the following:

Contractor shall host the 2013-2014 system through December 31, 2014. For 2014-2015, The system will be set up prior to summer 2014 based on a date to be specified by CDE. CDE Users and Subgrantees will have read only access to data and the ability to save or print reports for the 2013-2014 system.

- J. Paragraphs VI.N.2, 3 and 4 shall be deleted.

- K. Paragraph VI.P.1. shall be deleted and replaced with the following:

Contractor shall maintain the data collected under this Contract for the duration of the Contract. CDE Users will have read only access to the 2013-2014 system through December 31, 2014, with the ability to save or print reports.

- L. Paragraph VII.A. shall be deleted.

- M. Paragraphs VII.C.1., 2, and 6. through 8. shall be deleted.

- N. Paragraph VII.D. shall be amended to increase the maximum amount payable by \$10,980.

- O. Paragraph VII.D. shall be amended by adding a new paragraph VII.D.1. as follows:

Contractor shall directly invoice 21<sup>st</sup> CCLC Subgrantees and Subgrantees shall pay for the license fee in the amount of \$750.00 per site for the period beginning January 1, 2014 and ending December 31, 2014, up to a maximum of \$87,750 for 117 sites.

- P. Exhibit A-1 shall be deleted and replaced with Exhibit A-2, attached hereto and incorporated herein by reference.

- Q. Exhibit B-1 shall be deleted.

## **VII. START DATE**

This Amendment shall take effect on the later of its Effective Date or January 1, 2014.

## **VIII. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**IX. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

**CONTRACTOR**

FELIX THOMAS  
Thomas Kelly Software Associates, LP

By: FELIX THOMAS  
Name of Authorized Individual

Title: PRESIDENT  
Official Title of Authorized Individual

Felix Thomas  
\*Signature

**STATE OF COLORADO**

John W. Hickenlooper, GOVERNOR

**Colorado Department of Education**  
Robert Hammond, Commissioner

[Signature]  
By: Robert Hammond, Commissioner

Date: 12-12-13

**ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By: [Signature]  
Dave Grier, CDE Controller

Date: 12-13-13