

FOURTH AMENDMENT

THIS FOURTH AMENDMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **TRUEPOINT SOLUTIONS, LLC**, a Nevada limited liability company, whose address is 3262 Penryn Rd Ste 100B, Loomis, CA 95650 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 14, 2016; a First Amendment Agreement dated January 4, 2018; a Second Amendment Agreement dated September 16, 2020; and a Third Amendment Agreement dated October 27, 2021, to provide on-call support for Accela (collectively, the “Agreement”); and

WHEREAS, the Agreement expired by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM:** The term of the Agreement (“Term”) shall commence on December 1, 2016, and expire, unless sooner terminated, on December 1, 2026. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

2. Effective upon execution, a new Section 36, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**36. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

4. This Fourth Amendment 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.

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Contract Control Number:
Contractor Name:

TECH-202477515-04 / 201631861-04
TRUEPOINT SOLUTIONS 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:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:
Contractor Name:

TECH-202477515-04 / 201631861-04
TRUEPOINT SOLUTIONS LLC

By:

DocuSigned by:

Keith Hobday

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Name:

Keith Hobday

(please print)

Title:

Professional Services Director

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)