

## 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 **TRACE3 GOVERNMENT, LLC**, a Colorado limited liability company formerly known as **ZIVARO, INC.**, whose address is 10807 New Allegiance Drive, Suite 560, Colorado Springs, CO 80921 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated August 18, 2022, and an Amendatory Agreement dated June 14, 2023, to provide cloud-based data storage services (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. Section 8 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**8. TERM:** The term of the Agreement (“Term”) shall commence on August 1, 2022, and expire, unless sooner terminated, on September 15, 2028. 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. Section 42 of the Agreement, titled “**PAYMENT OF CITY MINIMUM WAGE**,” is amended to read as follows:

“**42. 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. Effective upon execution, a new Section 44, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“**44. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE:** The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

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

5. This Second 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.

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**Contract Control Number:**  
**Contractor Name:**

TECHS-202577991-02 (TECHS-202263433-02)  
Trace3 Government, 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:**

TECHS-202577991-02 (TECHS-202263433-02)  
Trace3 Government, LLC

By:

Signed by:



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Name:

Carolina Palacios

(please print)

Title:

Director, Contracts

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)