

ASSIGNMENT, ASSUMPTION, AND AMENDATORY AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND AMENDATORY AGREEMENT is made by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), **TELELANGUAGE, INC.**, a Delaware corporation whose address is 610 SW Broadway, Suite 200, Portland, Oregon 97205 (“Assignor”), and **PROPIO LS LLC**, a Delaware limited liability company whose address is 10801 Mastin St., Overland Park, Kansas 66210 (the “Assignee”), jointly “the Parties” and individually a “Party.”

RECITALS:

A. The City and Assignor entered into an Agreement dated October 26, 2022 (the “Agreement”), to undertake, perform, and complete over-the-phone video remote interpretation services as further set forth in the Agreement, to the City’s satisfaction; and

B. In 2022 Assignee purchased all of the issued and outstanding equity interests of Assignor; and

C. Assignor wishes to have the duties and responsibilities of Assignor under the Agreement assigned to the Assignee as of the Effective Date set forth below, and Assignee wishes to assume the duties and responsibilities of Assignor under the Agreement as of the Effective Date set forth below.

D. As set forth herein, the City consents to assignment of the Agreement from Assignor to Assignee.

E. The City and Assignee wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. The Effective Date of this Assignment, Assumption, and Amendatory Agreement shall commence upon final execution by all parties as referenced on the date of the City’s signature page to this Assignment, Assumption, and Amendatory Agreement (“Effective Date”). As of the Effective Date, all references to “Contractor” in the Agreement are construed to refer to Assignee. Assignee accepts the assignment and hereby assumes and shall perform all the obligations of the Assignor under the Agreement, including this Assignment, Assumption, and Amendatory

Agreement, from and after the Effective Date. From and after the Effective Date, Assignee is entitled to all rights of the Assignor under the Agreement. All rights and obligations of Assignor under the Agreement devolve upon Assignee as of the Effective Date, and Assignor shall cease to perform services or receive benefits under the Agreement. Assignee hereby assumes all liabilities under the Agreement, including those that arose or might have arisen before the Effective Date. Assignee further acknowledges that certain payments have been made to Assignor under the Agreement and that Assignee is only obligated to funds not yet paid under the Agreement.

2. Section 20 of the Agreement, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted in its entirety and replaced with the following:

“**20. INTENTIONALLY OMMITTED.**”

3. Section 37 of the Agreement, entitled “**PAYMENT OF CITY MINIMUM WAGE**”, is hereby deleted in its entirety and replaced with the following:

“**37. 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.”

4. A new Section 38 of the Agreement, entitled “**ASSURANCE OF CIVIL RIGHTS COMPLAINE**”, is hereby added as follows:

“**38. ASSURANCE OF CIVIL RIGHTS COMPLIANCE:** Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 11(c) of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020), Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department

of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 et seq. and 7 CFR 272.6.

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended to the State by USDA under the authority of the Food and Nutrition Act of 2008, as amended. Federal financial assistance includes grants, and loans of Federal funds; reimbursable expenditures, grants, or donations of Federal property and interest in property; the detail of Federal personnel; the sale, lease of, or permission to use Federal property or interest in such property; the furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient; or any improvements made with Federal financial assistance extended to the State by USDA. This assistance also includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

“By accepting this assurance, the State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws.

“If there are any violations of this assurance, USDA, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.”

5. **Exhibit C** of the Agreement, entitled “Certificate of Insurance”, is hereby replaced with **Exhibit C-1** attached hereto and incorporated herein by this reference. All references to “**Exhibit C**” in the Agreement shall be amended to read: “**Exhibit C-1**”.

6. Assignor and Assignee each assure and guarantee that they each possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into this Assignment, Assumption, and Amendatory Agreement. The persons signing and executing this Assignment, Assumption, and Amendatory Agreement on behalf of the Assignor and Assignee, respectively, hereby warrant and guarantee that Assignor and Assignee respectively fully authorized them to execute this Assignment, Assumption, and Amendatory Agreement on behalf of each of them and to validly and legally bind Assignee and Assignor to all terms, performances and provisions in the Agreement as amended by this Assignment, Assumption, and Amendatory Agreement set forth herein.

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

8. This Assignment, Assumption, and 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: GENRL-202472101-[GENRL-202264526-01]
Contractor Name: PROPIO LS 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: GENRL-202472101-[GENRL-202264526-01]
Contractor Name: PROPIO LS LLC

**ASSIGNOR:
TELELANGUAGE, INC.,
a Delaware corporation**

DocuSigned by:
By: Christopher Pesce
A1122C76DF28401...

Name: Christopher Pesce
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: GENRL-202472101-[GENRL-202264526-01]
Contractor Name: PROPIO LS LLC

ASSIGNEE:
PROPIO LS LLC,
a Delaware limited liability company

By: DocuSigned by:
Christopher Pesce
A1122C76DF28401... _____

Name: Christopher Pesce
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)