

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **WOLTERS KLUWER ELM SOLUTIONS, INC.**, a Delaware corporation, whose address is 3009 Post Oak Blvd Ste 1000, Houston, TX 77056 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated August 26, 2019, for the continual use and support of the Passport Enterprise Legal Management software (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. Subsection 4(c) of the Agreement, under the heading “**Fees; Expenses; Payment Terms**,” is amended to read as follows:

“(c) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation under this Agreement will not exceed Two Million Seven Hundred Sixty-Two Thousand Two Hundred Eighty-Three Dollars (\$2,762,283.00) (the “Maximum Contract Amount”) unless mutually adjusted in writing by the parties. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement. The Client’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Client does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Client.”

2. Subsection 4(e) of the Agreement, titled “**Audit on Invoicing Records**,” is amended to read as follows:

“(e) **Examination of Records or 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, nor to disclose confidential work product. Contractor shall reasonably assist the City Auditor at all times comply with D.R.M.C. § 20-276.”

3. Subsection 13(l) of the Agreement, titled “**No Discrimination in Employment**,” is amended to read as follows:

“(l) **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.”

4. Effective upon this Amendatory Agreement’s execution, a new Subsection 13(w), titled “**Compliance with Denver Wage Laws**,” is hereby added to the Agreement and shall read as follows:

“(w) **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.

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

6. This 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: TECHS-202472218-01 (201948298-01)
Contractor Name: WOLTERS KLUWER ELM SOLUTIONS, 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-202472218-01 (201948298-01)
WOLTERS KLUWER ELM SOLUTIONS, INC.

By: DocuSigned by:
Richard Stoll
UB0357A23AFF457... _____

Name: Richard Stoll
(please print)

Title: VP, Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)