

## 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 **WOLTERS KLUWER ELM SOLUTIONS, INC.**, a Delaware corporation, whose address is 2929 Allen Parkway, Suite 3300, Houston, TX 77019 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated September 1, 2019, and an Amendatory Agreement dated May 3, 2024, for the use and support of the Passport Enterprise Legal Management software (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on August 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. Effective September 1, 2024, all references to Exhibit D in the existing Agreement shall be amended to read Exhibits D and D-1, as applicable. Exhibit D-1 is attached and will control from September 1, 2024.

2. 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 Three Million One Hundred Thirty-Two Thousand Two Hundred Eighty-Three Dollars (\$3,132,283.00) (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 City’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 City 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 City.”

3. Subsection 9(a) of the Agreement, under the heading “**Term; Termination,**” is amended to read as follows:

“(a) Subject to the provisions of Section 9(b), this Agreement shall be effective for an initial term of six (6) years following the Effective Date (the “Initial Term”). For clarity, this Agreement shall terminate, unless further extended, on August 31, 2025.”

4. Subsection 13(q) of the Agreement is amended to read as follows:

“(q) ELM Solutions shall comply with all laws and regulations, including all information security and privacy obligations imposed by any federal, state, or local statute or regulation,

applicable to the operation of its business, except however, all specifications, standards and guidelines applicable to CJIS Information are no longer applicable beginning on September 1, 2024."

4. Effective September 1, 2024, Exhibit H shall be amended to remove lines 12.5 and 17.1.
5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
6. 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:** TECHS-202474421-02 (201948298-02)  
**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-202474421-02 (201948298-02)  
WOLTERS KLUWER ELM SOLUTIONS, INC.

By: DocuSigned by:  
*Richard Stoll*  
0B0357A23AFF457... \_\_\_\_\_

Name: Richard Stoll  
(please print)

Title: VP, Finance  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**DENVER**  
THE MILE HIGH CITY

# TECHNOLOGY SERVICES

## EXHIBIT D-1 PRICING

<i>Description</i>
Passport Enterprise – Platform Standard Access (160 Users)
Standard Maintenance and Support Package
<b>Applications and Components</b>
Passport Enterprise – Matter Management Application
Passport Enterprise – Spend Management Application
Passport Enterprise – Legal Service Request Application
<b>Modules</b>
Passport – Collaboration Module
Passport Enterprise – Mobile Access
Passport Enterprise – Outlook Integration (Office Companion) (160 Users)
<b>Connectors</b>
Passport – Service of Process Connector
<b>Reporting</b>
Passport Enterprise – Eleven (11) Standard Matter Management and Spend Management Reports
Passport Enterprise – 4 Report packs
Passport Enterprise – DataMart Standard Server
Passport Enterprise – LegalVIEW Essentials Dashboards (10 Users)
<b>Toolkits</b>
Passport Enterprise - Administration Toolkit
Passport Enterprise – Designer Toolkit
<b>Hosting Services</b>
Gold Hosting Service – W/ additional environment for Designer Toolkit (Hosted by ELM Solutions, Private Cloud)
Data-at-Rest Encryption
<b>Maintenance and Support Services</b>
Gold Maintenance and Support Services
<b>TOTAL ANNUALLY RECURRING FEES: \$370,000</b>