

REVIVAL AND AMENDATORY SPECIAL COUNSEL AGREEMENT

THIS REVIVAL AND AMENDATORY SPECIAL COUNSEL AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **KAPLAN KIRSCH & ROCKWELL LLP**, a Colorado limited liability partnership (“Special Counsel”), both of which parties may be individually referred to in this Agreement as a “Party” or jointly referred to as the “Parties.”

RECITALS:

A. The Parties entered into an Agreement executed on or about November 19, 2018 (the “Agreement”) for the performance of certain work set forth in that Agreement; and

B. The Parties desire to revive and amend the Agreement to extend the term and add funding.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM:** The Agreement will commence on September 1, 2018 and will expire on June 30, 2021 (the “Term”).”

2. Section 4 of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**,” subsection (a) and subsection (d)(1) is amended to read as follows:

“**4. PAYMENT OF FEES:**

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed TWO MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,900,000.00), which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.

...

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed TWO MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,900,000.00)

(the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those stated herein at the direction of the City Attorney are performed at Special Counsel’s risk and without authorization under the Agreement.”

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

4. This 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.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: ATTNY-201952759-01
Contractor Name: KAPLAN KIRSCH & ROCKWELL LLP

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

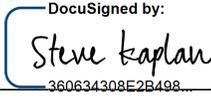
By:

By:

By:

Contract Control Number:
Contractor Name:

ATTNY-201952759-01
KAPLAN KIRSCH & ROCKWELL LLP

By:  _____
360634308E2B498...

Name: Steve Kaplan
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)