

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“**City**”) and **DAVIS GRAHAM & STUBBS LLP**, a limited liability partnership, with its principal place of business located at 1550 17th St., Ste. 500, Denver, Colorado (“**Special Counsel**”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated October 19, 2015 and an Amendatory Agreement dated January 8, 2019 to provide professional legal services (collectively the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term and to increase the maximum compensation amount.

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

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

“**3. TERM**: The Agreement will commence upon mutual execution of this Agreement and will expire on October 18, 2020 (the “**Term**”).”

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

“**4. PAYMENT OF FEES AND EXPENSES**:

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment of fees not to exceed **SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$795,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.

b. Fees: Special Counsel shall be paid for actual time devoted to work for the City, including meetings with City officials, review, preparation for and appearance on behalf of the City in any negotiations, proceedings, conferences and telephone conferences, and all necessary travel time (outside of the Denver-Metro area) at the following rates:

Chad Williams: \$400 per hour

All other attorney rate: \$350 per hour

Additional partners employed by Special Counsel providing services under this Agreement may be billed at other hourly rates pre-approved by the City Attorney.”

3. Article 4(d)(1) of the Agreement entitled “**Maximum Contract Amount**,” is amended to read as follows:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation **will not exceed SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$795,000.00)** (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 IN Paragraph 2 are performed at Special Counsel’s risk and without authorization under the Agreement. If Special Counsel is representing the City or one or more of its employees or officials in a case and the maximum payment obligation amount is reached but the case remains pending, the City and Special Counsel shall reasonably cooperate to attempt to amend this Agreement to allow for the continued representation by, and payment of, Special Counsel.”

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

5. This Second 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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Contract Control Number: ATTNY-201950947-02/201524534-02
Contractor Name: DAVIS GRAHAM & STUBBS 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-201950947-02/201524534-02
DAVIS GRAHAM & STUBBS LLP

By:  _____
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Name: Chad D. williams
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)