

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **BERG HILL GREENLEAF & RUSCITTI, LLP**, a Colorado limited liability partnership whose address is 1712 Pearl Street, Boulder, Colorado 80302 (“Special Counsel”), collectively “the Parties.”

The City and the Contractor entered into an Agreement dated **March 22, 2019**, to provide services (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Section 4 of the Agreement, titled “**PAYMENT OF FEES**,” is amended by deleting and replacing it with the following:

“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 **One Million Dollars and 00/100 Cents (\$1,000,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City in accordance with Section 5 and the Billing Requirements set forth in Exhibit A.

b. **Fees.** Special Counsel shall be paid at the following rates, in accordance with the Billing Requirements set forth in Exhibit A:

- Partner \$275 per hour
- Associate \$245 per hour
- Paralegal \$150 per hour

Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved by the City Attorney, or her designee. In no case shall the hourly rates billed for additional attorneys and paralegals exceed **One Million Dollars and 00/100 Cents (\$1,000,000.00)**, [the contracted-for rate for special counsel]. Nothing in this Agreement is intended to prevent the Parties from executing an amendment adjusting Special Counsel’s hourly billing rates.

c. Expenses and Costs: Any expenses or costs must be approved in accordance with the Billing Requirements set forth in Exhibit A.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, including any exhibits or appendices, the City's maximum payment obligation is **One Million Dollars and 00/100 Cents (\$1,000,000.00)**, (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.

(2) 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."

2. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
3. 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.

End.

Signature pages and Exhibits follow this page.

Contract Control Number: ATTNY-202262834-01 | 201947987-01
Contractor Name: BERG HILL GREENLEAF & RUSCITTI 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

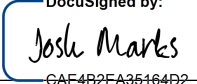
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Contract Control Number:
Contractor Name:

ATTNY-202262834-01 | 201947987-01
BERG HILL GREENLEAF & RUSCITTI LLP

By:  _____
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Name: Josh Marks
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)