

**AMENDATORY MASTER
PROFESSIONAL SERVICES AGREEMENT
(ON-CALL FORENSIC PATHOLOGY SERVICES)**

THIS AMENDATORY MASTER PROFESSIONAL SERVICES AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **5280 FORENSIC PATHOLOGY, LLC**, a Colorado limited liability company, and **KELLY LEAR, M.D.**, an individual, whose business mailing address is P. O. Box 2714, Centennial, Colorado 80161 (the “Consultant”), jointly (“the Parties”).

RECITALS:

WHEREAS, the City needs a qualified and competent consultant to perform, as assigned on an emergency basis, Forensic Pathology Services as directed by the City on an “on-call” or “as needed” basis (the “**Forensic Services**”); and

WHEREAS, the Parties entered into an On-Call Forensic Pathology Services Agreement dated October 29, 2025 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Fee Schedule, to the City’s satisfaction; and

WHEREAS, the Parties wish to amend the Agreement to increase the maximum contract amount, and update the scope of work and fee schedule exhibit.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **d.** entitled “**Maximum Contract Amount:**”, sub-subsection **(1)** is hereby deleted in its entirety and replaced with:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$633,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**.

Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.”

2. All references in the original Agreement to **Exhibit A, Scope of Work and Fee Schedule** now refer to **Exhibit A** and **Exhibit A-1**. **Exhibit A-1** is attached and incorporated by reference herein.

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

4. This Amendatory Master Professional Services 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202683608-01/202581424-01
Contractor Name: 5280 FORENSIC PATHOLOGY, LLC

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:

ENVHL-202683608-01/202581424-01
5280 FORENSIC PATHOLOGY, LLC

By:  Signed by:
C9DC4BA0F9D5435...

Name: kelly Lear
(please print)

Title: Forensic Pathologist
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

SCOPE OF WORK

5280 Forensic Pathology, LLC-Kelly Lear, M.D.

5280 Forensic Pathology, LLC, Kelly Lear, M.D. will assist the Denver Medical Examiner in performing routine autopsies, rarely may perform homicide autopsies, and completing external examinations. Dr. Kelly Lear will be compensated at fixed rates for services rendered. Those rates are as follows:

1. Routine autopsy: \$1,300.00
2. Complex autopsy: up to \$2,000.00 (complex autopsies may include homicides and infants); rate will be calculated on a sliding scale and based on complexity
3. Partial autopsy (head only): \$800.00
4. External examination: \$600.00
5. Supervise fellow on routine autopsies if needed: \$600.00

Total compensation for all services shall not exceed \$633,000.00 for the term of the contract.

The term of service period shall begin October 1, 2025 and not exceed beyond September 31, 2030. Services may be discontinued prior to September 31, 2030 upon hiring of a full-time forensic pathologist.

Dr. Kelly Lear's services will be performed under the supervision of Denver's Chief Medical Examiner.