

**FIRST AMENDATORY INTERGOVERNMENTAL AGREEMENT**

This **FIRST AMENDATORY INTERGOVERNMENTAL AGREEMENT** is made by and among the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), a home-rule city and municipal corporation of the State of Colorado, and the **STATE OF COLORADO, OFFICE OF THE ALTERNATE DEFENSE COUNSEL** (“OADC”), a body corporate duly organized and existing under the laws of the State of Colorado, jointly, (“the Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Intergovernmental Agreement dated November 13, 2020, (the “Agreement”)

**WHEREAS**, Section 21-2-103(c), C.R.S. authorizes the OADC to provide representation to persons charged with violations of municipal code violations pursuant to a contract between a requesting municipality and the OADC, such as this Agreement; and

**WHEREAS**, the City desires the OADC to provide such representation in cases where the City’s Office of the Municipal Public Defender (“OMPD”) has identified a conflict preventing it from representing an otherwise eligible defendant; and

**WHEREAS**, the City hereby agrees to be financially responsible for services rendered and expenses incurred by contractors to defend persons charged with such municipal code violations pursuant to the terms of this Agreement as required by Section 21-2-103(c), C.R.S.; and

**WHEREAS**, the OADC hereby agrees to provide such representation; and;

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend paragraph 21-No Discrimination in Employment, and amend paragraph 26-No Employment of Illegal Aliens.

**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 hereby deleted in its entirety and replaced with:

“**3. TERM:** The term of the Agreement is from **January 1, 2021** until **December 31, 2023**, or until the Maximum Contract Amount specified in sub-section 4.A below is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended

as provided in a separate amendment to this Agreement (“Term”). Subject to the City Representative’s prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Chief Public Defender.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, Subsection A, entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the OADC for the performance of the work shall in no event exceed the sum of **NINE HUNDRED THIRTY-NINE THOUSAND DOLLARS, (\$939,000.00)** unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

3. Section 21 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, OADC may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. OADC shall insert the foregoing provision in all subcontracts.”

4. Section 26 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS:**” is hereby deleted in its entirety and replaced with:

“**26. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

**A.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**B.** OADC certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this

Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to OADC that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. OADC shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. OADC is liable for any violations as provided in the Certification Ordinance. If OADC violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, OADC shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying OADC from submitting bids or proposals for future contracts with the City.”

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

6. This First Amendatory Intergovernmental 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:** DOMPD-202161364-01 [DOMPD-202055638-01]  
**Contractor Name:** STATE OF COLORADO

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:**

DOMPD-202161364-01 [DOMPD-202055638-01]  
STATE OF COLORADO

By:  \_\_\_\_\_  
2FE83177909E4B3

Name: Lindy Frolich  
(please print)

Title: Director  
(please print)

ATTEST: [if required]

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

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

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