

**FIFTH AMENDATORY AGREEMENT**

**THIS FIFTH AMENDATORY AGREEMENT** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”) and **BAILEY & DEATSCH, P.C.**, a Colorado corporation whose address is 1525 Josephine Street, Denver, Colorado 80206 (“**Special Counsel**”), collectively referred to as the “**Parties.**”

**WITNESSETH:**

**WHEREAS**, the Parties entered into an agreement dated December 18, 2015 and amended the agreement on December 22, 2016, March 23, 2017, December 5, 2017, and February 14, 2019 (collectively, the “**Agreement**”) to provide professional legal services for conflicts counsel cases for the City’s Office of the Municipal Public Defender; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the Maximum Contract Amount and extend the term.

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**,” is hereby amended to read as follows:

“**2. TERM:** The Term of the Agreement will commence on January 1, 2016, and will expire on December 31, 2020 (the “**Term**”).

2. Article 3 of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**,” subsections (a) and (d)(1) are hereby amended to read as follows:

“**3. 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 **EIGHT HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND THIRTY-ONE DOLLARS AND 20/100 CENTS (\$880,531.20)**, 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 **EIGHT HUNDRED EIGHTY THOUSAND FIVE HUNDRED AND THIRTY-ONE DOLLARS AND 20/100 CENTS (\$880,531.20)**, (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 set forth in this Agreement are performed at Special Counsel's risk and without authorization under the Agreement.”

3. As herein amended, the Agreement 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOMPD-201952170-05/DOMPD-201525248-05

**Contractor Name:** BAILEY & DEATSCH PC

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-201952170-05/DOMPD-201525248-05  
BAILEY & DEATSCH PC

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

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

Vice-President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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