

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 **BERG HILL GREENLEAF & RUSCITTI, LLP**, a Colorado limited liability partnership whose address is 1712 Pearl Street, Boulder Colorado 80302 (“**Special Counsel**”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated March 12, 2014 and an Amendatory Agreement dated October 20, 2016 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 on October 1, 2013, and will expire on March 31, 2019 (the “**Term**”).”

2. Article 4(a) 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 FIVE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$550,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.”

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

“**4. PAYMENT OF FEES AND EXPENSES**:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation **will not exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$550,000.00** (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 set forth in this Agreement are performed at Special Counsel's risk and without authorization under the Agreement."

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:

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:

By _____

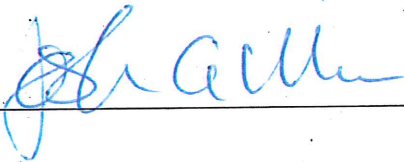
By _____

By _____



Contract Control Number: ATTNY-201314075-02


Contractor Name: BERG HILL GREENLEAF & RUSCITTI LLP

By: 

Name: Josh A. Marks
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: 

Name: Cheryl Stasiak
(please print)

Title: Legal Assistant
(please print)

