

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FRANK MOYA**, Attorney at Law, with a principal place of business located at 1724 Ogden Street, Denver, CO 80218-1018, (“Law Firm”), collectively the City and Law Firm are referred to as the “parties”.

RECITALS

- A. The parties entered an agreement regarding provision of legal services for indigent defendants dated December 2, 2013 (the “Agreement”).
- B. The parties wish to amend that Agreement to provide for legal services for defendants appearing in the Front-end User Court and to increase funding for those services.

NOWHEREFORE, the parties agree as follows:

1. Section 2 of the Agreement, entitled “**PROFESSIONAL SERVICES TO BE PERFORMED**,” is amended by deleting it in its entirety and replacing it as follows:

“**2. PROFESSIONAL SERVICES TO BE PERFORMED**: As assigned by the Presiding Judge, Law Firm shall provide the legal services identified below in accordance with the terms and conditions set forth below.

(a) **Core Services**. Law Firm shall provide:

- (1) The services of at least four full-time and one half-time attorneys, duly licensed and authorized to practice law in Colorado, to represent indigent defendants charged with municipal ordinance offenses in Courtrooms 3F, 3G, and 3H of the Denver County Court.
- (2) Legal services to indigent homeless individuals for a special docket administered by the Court to dispose of any and all outstanding municipal criminal matters.
- (3) Legal counsel and shall present program information to eligible municipal defendants with mental health issues in the Court to Community (or its successor specialty court) program, as well as attend staffing sessions with program team members.
- (4) Legal services to indigent defendants in certain proceedings as necessary and appropriate, upon appointment thereof.

(b) **Front-end User Court**. The Law Firm shall provide:

- (1) The services of at least one part-time attorney, duly licensed and authorized to practice law in Colorado, to represent indigent and/or homeless defendants charged with municipal ordinance offenses in a special docket administered by the Court or related Courtroom(s) hearing cases of those persons known as Front-End Users (“FEU”) in the Denver County Court.
 - (2) Legal services to dispose of any and all outstanding municipal criminal matters for those defendants participating in the FEU program.
 - (3) Legal counsel to and present program information to eligible municipal defendants in FEU Court, and to attend staffing sessions with program team members.
 - (4) Participate in FEU planning meetings as scheduled.
- (c) For services in subparagraphs (a) and (b) above, as applicable Law

Firm shall:

- (1) Provide all training and supervision of attorneys employed by Law Firm necessary to furnish professional legal representation. Law Firm shall designate an attorney employed by Law Firm, as the lead/supervising attorney for these purposes. The lead/supervising attorney is responsible for maintaining full-time coverage of Courtrooms 3F, 3G, and 3H and maintaining coverage as needed for the FEU Courtroom; shall function as the primary backup attorney for Courtrooms 3F, 3G, and 3H; act as the primary liaison with the Court; and shall be available upon reasonable notice to confer with the trial judges and magistrates regarding legal representation being provided in the courtrooms. If the designated lead/supervisor (for Core services) or designated attorney (for the FEU Court) is no longer employed by Law Firm, Law Firm shall notify the Presiding Judge in writing, no later than forty-eight (48) hours before the date of that person’s last day of work for Law Firm and the name of the person who will assume the duties and responsibilities of the lead/supervising attorney or designated attorney, as applicable, under the Agreement.
- (2) Submit monthly case management reports to the Presiding Judge and the Court Administrator, and for the FEU Courtroom, the reports must also be submitted to the Executive Director of the Crime Prevention and Control Commission. These reports shall include, by courtroom and docket, the total number of defendants represented, the number of cases that reach disposition, and the number of appeals. Other case management information may be requested throughout the year by the Presiding Judge.”

2. Subsections (a), entitled “**Monthly Retainer Fee**,” and (c), entitled “**Maximum Contract Amount**,” (1) of Section 4 of the Agreement, the latter of which is entitled “**PAYMENT**,” are amended by deleting them in their entirety and replacing them as follows:

“(a)**Monthly Retainer Fee**. For services provided under the Agreement, the City shall pay to Law Firm and Law Firm shall accept a monthly retainer in the amount of **Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750)** for all Core services to be performed and costs incurred and **One Thousand Five Hundred Seventy-Five Dollars (\$1,575)** for all FEU Court services to be performed and costs incurred. The monthly retainer fees include all costs incurred by Law Firm for all documents sought for *in camera* review from the City’s Department of Safety and Law Firm shall neither seek nor obtain payment of cost of this discovery by direct court order or from any other source.

(c)**Maximum Contract Amount**.

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$532,875.00)** (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 Law Firm beyond that specifically stated herein. Any services performed beyond those duly authorized pursuant to the Agreement are performed at Law Firm’s risk and without authorization under the Agreement.

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

4. The Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5. Law Firm assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Agreement. The person or persons signing and executing the Amendatory Agreement on behalf of Law Firm hereby warrants and guarantees that Law Firm has fully authorized he or she or them to execute the Amendatory Agreement on behalf of Law Firm and to validly and legally bind Law Firm to all terms, performances and provisions in the Agreement as amended by the Amendatory Agreement set forth herein.

6. The Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same instrument.

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