

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **DENVER MUNICIPAL DEFENDERS, P.C.**, a Colorado corporation, with an address of 1525 Josephine Street, Denver, Colorado 80206 (the "Law Firm").

WITNESSETH:

WHEREAS, the City and the Law Firm entered into an Agreement dated January 13, 2009, and an Amendatory Agreement dated December 8, 2009, relating to the Court desiring to designate legal counsel to represent indigent persons charged with certain municipal ordinance offences (the "Agreement"); and

WHEREAS, the City and the Law Firm wish to amend the Agreement to increase the compensation to the Law Firm and to extend the term;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. That article 3.a. of the Agreement entitled "**PAYMENT**" is hereby amended to read as follows:

"3 PAYMENT:

a. The Law Firm shall be paid a monthly retainer for all services rendered under this Agreement in the amount Seventeen Thousand Six Hundred Forty Dollars (\$17,640) upon receipt by the City of a monthly billing statement for services rendered. These monthly retainers shall include all costs incurred by the Law Firm for copying of all documents sought for in camera review from the City's Department of Safety during the term of this Agreement and the Law Firm shall not seek or obtain payment of this cost of discovery, by direct Court order or otherwise, from any other source. The total obligation of the City under this Agreement **shall not exceed Six Hundred Forty Three Thousand Six Hundred Eighty Dollars (\$643,680.00)** The City's payment obligation under this Agreement shall be limited to the funds appropriated or otherwise made available for such purposes and paid thereto into the Treasury of the City and County of Denver. By this Agreement, the City does not irrevocably pledge present case reserves for payments for rent and improvements in future fiscal years and this Agreement is not intended to create a multiple-fiscal year direct debt or financial obligation of the City. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as provided in D.R.M.C. Section 20-107 to 20-115."

09-024-B

2. That article 4. entitled "**TIME OF PERFORMANCE**" of the Agreement is hereby amended to read as follows:

"4. **TIME OF PERFORMANCE**: The services of the Law Firm shall commence as of January 1, 2009 and expire on December 31, 2011, unless terminated in accordance with Section 10 of this Agreement."

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: *[Signature]*
Presiding Judge, County Court
Matthew H. McConville
Court Administrator, County Court For Judge

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED: *Celeste*
Presiding
Judge
By: _____
Manager of Finance
Contract Control No. CE91008(2)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

DENVER MUNICIPAL DEFENDERS, P.C.
Taxpayer (IRS) I.D. No. 84-1524390

By: *[Signature]*

Name: Patrick Zaks
(please print)

Title: Owner

“LAW FIRM”