

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **HALL AND EVANS, LLC**, a Colorado limited liability company, with its principal place of business located at 1001 17th Street, Suite 300, Denver, CO 80202, (“Special Counsel” or “Contractor”), collectively “the Parties.”

### RECITALS:

**A.** The Parties entered into an Agreement dated March 30, 2023, and an Amendatory Agreement on October 5, 2023 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term and update the maximum contract amount.

**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 Agreement will commence on **February 1, 2023**, and will expire on **January 31, 2027**, (the “Term”). The Agreement may be extended by City providing written notice of extension, prior to expiration of the then-current term, for one (1) extension term of one (1) year.”

**2.** Section **4.a** of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**” is replaced with the following language:

“**4.a.** The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,800,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City in accordance with Section 5 and the Billing Requirements set forth in Exhibit B.”

**3.** Section **4.d.1.** of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES: Maximum Contract Amount**” is replaced with the following language:

“**4.d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,800,000.00)**, (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 in expressly described in this Agreement are performed at Special Counsel’s risk and without authorization under the Agreement.”

4. Section 40 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement as follows:

“40. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to Special Counsel’s provision of Services hereunder, Special Counsel shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Special Counsel expressly acknowledges that Special Counsel is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Special Counsel, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work/Fee Schedule**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

7. 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.

**EXHIBITS**

Exhibit A-1- Scope of Work/Fee Schedule

[SIGNATURE PAGES TO FOLLOW]

**Contract Control Number:** ATTNY-202582517-02 / 202366426  
**Contractor Name:** HALL & EVANS LLC

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:**

ATTNY-202582517-02 / 202366426  
HALL & EVANS LLC

By: Signed by:  
*Andrew Ringel*  
13759CBACD1B478...

Name: Andrew Ringel  
(please print)

Title: Member  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A-1**

**SOW/Fee Schedule  
Hall & Evans, LLC  
CCN: ATTNY-202366426**

On call legal representation and legal counsel of the City and County of Denver and/or its employees in Civil Litigation matters. Special Counsel will assistance with case work as needed when case load exceeds the capacity of the CAO and/or when there is a legal conflict, and the matter requires conflict counsel. City Attorney or designee must approve work in writing prior to commencement of legal services.

Fee Schedule: Hourly Rate

| <b>Partner</b> | <b>Associate</b> | <b>Paralegal</b> |
|----------------|------------------|------------------|
| \$210          | \$190            | \$120            |