

**REVIVAL AND FOURTH AMENDATORY AGREEMENT**

**THIS REVIVAL AND FOURTH AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PATTON BOGGS, LLP**, whose address is 1801 California Street, Suite 4900, Denver, Colorado 80202 (the “Consultant”).

**WITNESSETH:**

**WHEREAS**, the City retained the Consultant by an Agreement dated October 13, 2009, as amended by an Amendatory Agreement dated August 17, 2010, and a Second Amendatory Agreement dated November 29, 2010, and a Revival and Third Amendatory Agreement dated April 7, 2011, to provide establish and promote positive governmental relations between the City and County of Denver and the federal government (together, the “Agreement”); and

**WHEREAS**, the City and the Consultant now wish to amend the Agreement to extend its term for an additional year, increase the total amount of compensation to be paid to the Consultant for such additional term and services, and modify certain other provisions in the Agreement as set forth below.

**THEREFORE**, the parties agree as follows:

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

“**2. TERM:** The term of the Agreement shall commence on October 1, 2009, and expire on December 31, 2012, unless terminated sooner as provided for herein.”

2. All references in Exhibit A attached to the original Agreement dated October 13, 2009, to “...2009...” shall be amended to read: “...2009, 2010, 2011, and 2012, as applicable...”.

3. Article 3 of the Agreement, entitled “**PAYMENT**”, is amended to read as follows:

“**3. PAYMENT:**

**A.** For all work satisfactorily performed in accordance with Exhibit A, the City agrees to pay the Consultant, and the Consultant agrees to accept as the total compensation, an amount not to exceed Six Hundred Forty Three Thousand Five Hundred and 00/100 Cents (\$643,500.00), payable in thirty-nine (39) monthly installments at a flat rate not to exceed Sixteen Thousand

Five Hundred Dollars (\$16,500.00) per installment.

**B.** Effective as of May 1, 2010, for the work to be performed under Exhibit A-1 attached to the Amendatory Agreement dated August 17, 2010, the City agrees to pay the Consultant, and the Consultant agrees to accept as the total compensation for the work described in Exhibit A-1 (City Contract Control No. RC 00019), an amount not to exceed Forty Thousand Dollars and 00/100 Cents (\$40,000.00), payable as follows:

i) For the period beginning May 1, 2010, until July 31, 2010, Consultant will be paid in three (3) monthly installments at a flat rate not to exceed Four Thousand and 00/100 Dollars (\$4,000.00) per installment;

ii) For the period beginning August 1, 2010 until December 31, 2010, the Consultant will be paid in five (5) monthly installments at a flat rate not to exceed One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) per installment; and

iii) For the period beginning January 1, 2011, until December 31, 2011, the Consultant will be paid in twelve (12) monthly installments at a flat rate not to exceed One Thousand Six Hundred Sixty Six and 66/100 Dollars (\$1,666.66) per installment.

The Consultant will be reimbursed for services actually performed as follows: 1) upon delivery directly to DHA of Consultant's monthly narrative report and invoice of services performed in accordance with Section 4 of said Agreement; 2) upon receipt by the City of written confirmation from the Consultant that it has provided said monthly narrative reports and/or invoices to DHA; and 3) upon receipt of funds by the City from DHA for services provided under City Contract Control No. RC 00019, as documented to DHA and confirmed to the City by the Consultant.

**C.** For all work satisfactorily performed in accordance with Exhibit A-2, the City agrees to pay the Consultant, and the Consultant agrees to accept an amount not to exceed One Hundred Fifteen Thousand Dollars (\$115,000.00) payable at an hourly rate to be agreed upon in writing by the Consultant and the Manager of the Department of Aviation.

**D.** For all services, the Consultant will be reimbursed for services actually performed in accordance with Exhibit A, A-1, and A-2 to this Agreement as fully documented and described by Consultant's monthly narrative report and invoice which shall be in

a format and with a level of detail acceptable to the City. The total amount of compensation to be paid to the Consultant for the services set forth in Exhibit A, Exhibit A-1, and Exhibit A-2 will not exceed Seven Hundred Ninety Eight Thousand Five Hundred One and 00/100 Dollars (\$798,501.00) (the “Maximum Contract Amount”). The City will not be liable to the Consultant for work performed under City Contract Control No. RC 00019 except for work actually performed by the Consultant and payment actually received by the City from DHA in accordance with the terms of said Agreement. The Consultant hereby waives and discharges any and all liabilities, claims, suits, rights, demands, actions, expenses, attorney’s fees, interest, compensation, judgments, and any and all damages of any kind or nature, either in law or in equity, which might exist against the City, and all other related persons and entities, both past and present, including but not limited to the City’s departments, agencies, insurers, attorneys, agents, employees, officers, contractors, elected and appointed officials, and assigns for damages of any nature including but not limited to the services provided to DHA under City Contract Control No. RC 00019 for which the City has not received payment from DHA; EXCEPT, however, this waiver will not apply to any claims by the Consultant for funds actually received by the City from DHA in accordance with the terms of City Contract Control No. RC 00019. This waiver will survive the expiration or earlier termination of this Agreement.

**E.** For all services, under Exhibits A, A-1, and A-2, there are no reimbursable expenses allowed under the Agreement. All of Consultant’s expenses are contained in the Consultant’s applicable monthly flat rate of payment. Therefore, the Maximum Contract Amount includes payment for any and all reasonable expenses relating to the provision of services under this Agreement including but not limited to the following: parking, long distance telephone charges, postage, travel, mileage, food and lodging associated with any necessary travel, copies, and messenger services.

**F.** For services provided under Exhibit A, A-1, and A-2, the City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of the Consultant. An officer of the Consultant shall verify invoice submitted to the City and to DHA. The City shall use its best efforts to pay invoices submitted for services provided under Exhibit A, A-1, and A-2 to this Agreement within thirty (30) days of receipt of invoices.

**G.** The City is not obligated to execute an Agreement or any amendments for any further services, including any services

performed by Consultant beyond that specifically described in Exhibit A, A-1 or A-2. Any services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement.

**H.** The City's payment obligation, whether direct or contingent, for all services under Exhibit A, A-1, and A-2, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

4. A new paragraph numbered 39 is hereby added to the Agreement, entitled "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**", which reads as follows:

**39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original."

5. As herein amended, the Agreement is revived, reaffirmed, and ratified in each and every particular.

6. This Revival and Fourth Amendatory Agreement may be executed in counterparts, each of which is an original and constitute one and the same instrument.

7. This Revival and Fourth 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.

**END**

**SIGNATURE PAGES FOLLOW THIS PAGE**

**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:**

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

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

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

**ATTEST: [if required]**

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

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

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

