

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **BAILEY & DEATSCH, P.C.**, a Colorado corporation, whose address is 1525 Josephine Street, Denver, Colorado 80206, as special conflicts counsel for the Denver Municipal Public Defender’s Office (“Special Counsel”), collectively “the Parties.”

RECITALS:

A. The City and Special Counsel entered into an Agreement dated December 18, 2015 and amended the agreement on December 22, 2016, March 23, 2017, and December 5, 2017 (collectively, the “Agreement”) to provide professional legal services for conflicts counsel cases for the Denver Office of the Municipal Public Defender.

B. The Parties desire to amend the Agreement to revise the Term, increase the Maximum Contract Amount, change the monthly fee paid to Special Counsel, and require monthly invoices.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, 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 will commence on January 1, 2017, and will expire on December 31, 2019.”

2. Article 3 of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**”, subsections (a), (b), and (d)(1) are amended to read as follows:

“**3. 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 SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED AND EIGHTY-FIVE DOLLARS AND 60/100 CENTS (\$673,185.60)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.

b. Fees. Special Counsel shall be paid a monthly fee of \$17,278.80.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation **will not exceed not to exceed SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED AND EIGHTY-FIVE DOLLARS AND 60/100**

CENTS (\$673,185.60), (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.”

3. Article 3 of the Agreement is further amended by adding a subsection (e) which will read as follows:

“**e. Payments.** Monthly payments shall be made to Special Counsel in accordance with the progress of the work, schedule, and rates established in this Agreement. Monthly invoices submitted by Special Counsel to the City must fully document services rendered providing the specified services and must be approved by the Manager of the Denver Municipal Public Defender’s Office in writing in order to be eligible for compensation under this Agreement. Special Counsel’s invoices shall include a completed version of Appendix 1, attached as **Exhibit C**. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.”

4. Exhibit C is attached to this Fourth Amendatory Agreement.

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

6. This 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.

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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 _____



Exhibit C

APPENDIX 1. OUTSIDE COUNSEL/PROFESSIONAL SERVICES INVOICE REVIEW
 (TO BE COMPLETED BY OUTSIDE COUNSEL/PROFESSIONAL SERVICES PROVIDER AND ATTACHED TO ALL BILLINGS)

Name of Firm: _____

Billing Attorney/Party: _____ For Services Rendered In (Month): _____

Date Invoice sent: (1) _____ City Attorney's Office Supervising Attorney/Manager:

Matter: _____ Invoice No. _____

Contract No.: _____ Contract Expiration Date: _____

___ 1. **CONTRACT BILLING STATUS**

BILLINGS	FEEs	DISBURSEMENTS/EXPENSES	TOTAL
Contract Cap Amt.			
Invoice Amts. to Date:			
Current Invoice Amt.			
Balance Remaining:			

___ 2. **EFFECT OF CURRENT INVOICE ON CONTRACT CAP:**

Within 15% of Contract Cap? Yes ___ No ___

___ 3. Please provide the anticipated billings (for services) for the next two months.

Amounts: \$ _____ and \$ _____.

___ 4. Have there been any developments that call for review of the project work plan or indicate the need to amend the contract cap amount? Yes ___ (2) No ___

___ 5. Have there been any changes in hourly rates or disbursement charge rates since the last invoice?

Yes ___ (2) No ___

___ 6. Did you submit documentation for items over \$500?

	Yes	No (2)	N/A	Name of Authorizing Party
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Outside Photocopying	___	___	___
Computer Research (Lexis/Nexis/Westlaw)	___	___	___
Other (2) _____	___	___	___

Signature of Firm's Billing Attorney/Party: _____ Date: _____

Section below to be completed by CAO Supervising Attorney/Manager

Date Form Reviewed	\$ _____	OK to pay	Signature
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(1) Please provide explanation if invoice is sent after 15th of month following services.
 (2) Please explain.