

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“**City**”) and **LASATER & MARTIN, P.C.**, a Colorado professional corporation whose address is 8822 South Ridgeline Boulevard, Suite 405, Highlands Ranch, Colorado 80129 (“**Special Counsel**”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated November 10, 2014 and amended the agreement on October 20, 2016 to provide professional legal services (collectively “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to increase maximum compensation to Special Counsel

NOW, THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Article 4(a) and 4(d)(1) of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**” and “**Maximum Contract Amount**”, are amended to read as follows:

“4. 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 ONE MILLION DOLLARS AND 00/100 CENTS (\$1,000,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation **will not exceed ONE MILLION DOLLARS AND 00/100 CENTS (\$1,000,000.00)** (the “**Maximum Contract Amount**”). The City is not obligated to execute and Agreement or any amendments for any further services, including 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."

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

3. 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.

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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 _____



Contract Control Number: ATTNY-201417702-02

Contractor Name: LASATER & MARTIN PC

By: Janet B Martin

Name: Janet B. Martin
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

