

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **SQUIRE PATTON BOGGS (US) LLP**, an Ohio limited liability partnership, registered to conduct business in the State of Colorado, with its principal place of business located at 127 Public Square, Key Tower, Cleveland, Ohio 44114 (the “Special Counsel”), jointly (“the Parties”).

RECITALS

A. The Parties entered into a Special Counsel Agreement dated June 21, 2019, an Amendatory Agreement dated July 21, 2020, a Second Amendatory Agreement dated November 24, 2021, and a Third Amendatory Agreement dated December 21, 2022, (collectively, the “Agreement”) to provide professional legal services and to serve as environmental counsel legal support to the City, and other legal matters and services, as necessary and directed by the City Attorney.

B. The Parties wish to amend the Agreement to updated paragraph 3-Term, update paragraph 4B-Fees, update paragraph 8-Examination of Records, update paragraph 11-Insurance, update paragraph 20-Notices, update paragraph 21-No Employment of Illegal Aliens, update paragraph 25-No Discrimination in Employment, add paragraph 38-Compliance with Denver Wage Laws, and update Special Counsel Billing Requirements exhibit.

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

1. Paragraph **3** of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **May 6, 2019**, and will expire on **December 31, 2026** (the “Term”).”

2. Paragraph **4** of the Agreement entitled “**PAYMENT OF FEES**”, subsection **B** entitled “**Fees**” is hereby deleted in its entirety and replaced with:

“**4.B. Fees**. Special Counsel shall be paid at the following rates, in accordance with the Billing Requirements set forth in **Exhibit A-1**:

Attorneys: \$550.00/hour

Paralegals: \$300.00/hour.

In no case shall the hourly rates billed for attorneys and paralegals exceed **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00).**”

3. Paragraph 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“8. EXAMINATION OF RECORDS AND AUDITS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Special Counsel’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Special Counsel shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Special Counsel to make disclosures in violation of state or federal privacy laws. Special Counsel shall at all times comply with D.R.M.C. 20-276.

B. Special Counsel acknowledges that information created or exchanged in the course of representation of a governmental entity, such as the City, may be subject to state or local laws regarding public records, including the Colorado Open Records Act (“CORA”) and the Colorado Criminal Justice Records Act (“CCJRA”). Special Counsel is responsible for understanding relevant public records laws and for taking appropriate precautions to identify confidential information, including information protected by the attorney-client privilege or attorney work product protection. Special Counsel also agrees to assist the City in responding to public records requests that apply to information in Special Counsel’s possession.”

4. Paragraph 11 of the Agreement entitled “**INSURANCE**”, is hereby deleted in its entirety and replaced with:

“11. INSURANCE:

A. **General Conditions:** Special Counsel agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Special Counsel shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Special Counsel shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Special Counsel. The Special Counsel shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Special Counsel may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Special Counsel certifies that the certificate of insurance, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the certificate of insurance. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Special Counsel’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Special Counsel and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Special Counsel's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** Special Counsel shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Special Counsel and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Special Counsel shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Special Counsel shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. **Personal Automobile Liability:** Special Counsel shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Special Counsel represents, as material representations upon which the City is relying, that Special Counsel does not own any fleet vehicles and that in performing Services under this Agreement, Special Counsel's owners, officers, directors, and employees use their personal vehicles. Special Counsel shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

I. **Professional Liability (Errors & Omissions):** Special Counsel shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The

policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5. Paragraph 20 of the Agreement entitled “**NOTICES**” is hereby deleted in its entirety and replaced with:

“20. **NOTICES**: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Special Counsel at the address first above written, and if to the City at:

City Attorney’s Office
201 West Colfax Avenue, Dept 1207
Denver, Colorado 80202

with a copy to:

Denver City Attorney’s Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

6. Paragraph 21 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“21. **[RESCINDED.]**”

7. Paragraph 25 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“25. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Special Counsel may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration

status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Special Counsel shall insert the foregoing provision in all subcontracts.”

8. Paragraph 38 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement as follows:

“38. **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.”

9. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Special Counsel Billing Requirements**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

11. 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.

[SIGNATURE PAGES TO FOLLOW]
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

ATTNY-202582616-04/ATTNY-201950224-04
Squire Patton Boggs (US) LLP

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

ATTNY-202582616-04/ATTNY-201950224-04
Squire Patton Boggs (US) LLP

By:

Signed by:

Carolyn McIntosh

BF995TUA271A478...

Name:

Carolyn McIntosh

(please print)

Title:

Senior Partner

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit A-1

SPECIAL/CONFLICTS COUNSEL BILLING REQUIREMENTS

These Special/Conflicts Counsel Billing Requirements (“**Requirements**”) set forth the procedures that govern the relationship between the **CITY AND COUNTY OF DENVER** (“**Denver**” or the “**City**”) and its outside legal counsel (“**Special Counsel**”) with respect to billing procedures and related activities under the Special Counsel Agreement (“**Agreement**”).

The City expects Special Counsel and any associated professionals working on City matters to comply with these Requirements. These Requirements supersede any previously provided Requirements, and may be amended by the City Attorney from time to time by provision of notice to Special Counsel.

1. Introduction

These Requirements apply to all Special Counsel retained by the City to provide legal services in connection with litigation and/or transactional matters. Special Counsel shall become familiar with and adhere to these Requirements before and when providing legal services.

The City expects Special Counsel to provide high-quality legal services at reasonable cost, to maintain transparency in billing, and to be mindful of the responsibility to conserve public resources without compromising the quality of services provided.

2. Supervising Attorney (when Special Counsel is not acting as Conflicts Counsel) and Budget Submission

For all non-conflict matters referred to Special Counsel, the City Attorney’s designee (“**Supervising Attorney**”) will supervise and work with Special Counsel. The Supervising Attorney will be directly responsible to the City Attorney for all of Special Counsel’s activities, billings, and payments.

Special Counsel shall contact the Supervising Attorney for any approvals required by these Requirements. Special Counsel should consult frequently with the Supervising Attorney regarding matters Special Counsel is handling so that the City maintains current information about the status of all matters and can provide meaningful input on case strategy and expenditures. As appropriate, and/or requested, Special Counsel will schedule periodic meetings and conference calls with the Supervising Attorney to discuss developments and strategy.

3. Budget Submission

Special Counsel shall provide the City Attorney or her designee (“**City Attorney**”) with a budget for all litigation and transactional matters expected to exceed \$5,000 in legal fees and costs and as requested by the City Attorney. Before providing any legal services, the City Attorney must approve any budget submitted. A separate budget should be submitted for each required matter in

a form and as directed by the City Attorney. The budget shall include a good faith estimate of the cost of the services, including an identification of each of the various tasks Special Counsel expects to perform, the projected of attorney time and paralegal time needed to complete each task per each timekeeper, and the fees and costs anticipated to be associated with each task. If, during the course of the representation, it appears that Special Counsel may exceed a proposed budget by 10% or more, Special Counsel shall promptly notify the City Attorney, provide a written explanation for the anticipated variance from the budget, obtain the written approval of the City Attorney for any such variance, and submit an updated budget to the City Attorney. At a minimum, Special Counsel should update the budget for each case on a quarterly basis and shall provide a revised budget to the City Attorney on the following schedule for any matters budgeted in excess of \$25,000: January 2, April 1, July 1, and October 1.

Special Counsel shall abide by the budget approved by the City Attorney for each of the matters it is assigned. In no circumstance shall Special Counsel exceed the Maximum Contract Amount, as defined in the Agreement. The Supervising Attorney is not authorized to approve budgets that individually, or in aggregate, exceed the Maximum Contract Amount, as defined in the Agreement.

Special Counsel should use its professional judgment in deciding whether to obtain the prior approval of the Supervising Attorney for a litigation event or transactional decision, where such approval is not specifically required by these Requirements or the Colorado Rules of Professional Conduct. Litigation events that are specified in a plan of litigation or a budget that was previously submitted to and approved by the Supervising Attorney will ordinarily not need to be re-submitted for approval.

All bills submitted by Special Counsel will be reviewed by and are subject to the approval of the City Attorney.

4. Staffing Philosophy

- a.** For non-conflict matters Special Counsel and the City Attorney shall agree upon a primary attorney for Special Counsel, for all assigned matters (the “**Primary Attorney**”). The Primary Attorney shall oversee any matter being handled for the City, including the billing and payments. Special Counsel may not substitute a different Primary Attorney without the Supervising Attorney’s prior approval in writing.
- b.** Special Counsel shall submit a staffing profile that identifies the partners, associates, paralegals, and other staff who will bill time to each matter. Special Counsel shall minimize staffing changes. Changes and additions to staff are subject to the prior approval of the Supervising Attorney. The City reserves the right to request, and to object to, representation by specific attorneys within Special Counsel’s firm.

- Excess staffing and staffing with overqualified or underqualified personnel assigned to City matters is not permitted and may result in a reduction of Special Counsel's fees.
- c.* Special Counsel shall select, for each task, an individual suitable for the task and the specific needs of the matter. Each such individual must have appropriate experience in the area in which he or she is performing services and hold all necessary licenses and admissions.
 - d.* Special Counsel shall not:
 - (i) Assign unnecessary or duplicative staff to matters.
 - (ii) Charge for any services that duplicate the effort of other assigned staff.
 - (iii) Charge for time of newly assigned attorneys, after a change in personnel, spent to become familiar with the matter, or time spent duplicating work performed by an attorney previously assigned to a matter.
 - e.* For non-conflict matters the selection and retention of expert witnesses, appraisers, consultants, investigators, and other third-party professionals shall be coordinated with and approved by the City Attorney in advance writing. Special Counsel shall provide information regarding the consultant's or expert's area of expertise, description of the services to be provided, hourly rates, and estimates for the services to be provided. Special Counsel shall itemize charges for any such services on its invoices.

5. Billing

- a.* Special Counsel shall submit invoices for legal fees and costs on a monthly basis consistent with these Requirements no later than the 15th of each calendar month. All invoices must be submitted consistent with Outside Counsel/Professional Services Invoice Review, attached as **Appendix 1** or as otherwise directed by the City Attorney in writing, and the Invoice Cover Sheet, attached as **Appendix 2**. Invoices shall describe all fees for legal services performed from the prior calendar month. The City reserves the right not to pay for anytime entries billed that do not strictly adhere with the Requirements.
- b.* Special Counsel shall send a separate invoice for each matter.
- c.* Special Counsel shall submit supporting documentation for all allowed reimbursable expenses greater than \$100.
- d.* Unless Special Counsel is otherwise instructed by the City, Special Counsel's invoices shall be addressed and submitted to: CAOAdminbilling@denvergov.org

6. Charges for Services

- a. Time Charges.* All charges for Special Counsel's legal services must be recorded daily in 0.1 hour increments based upon actual time spent. Time billed in excess of 0.1 hour

must be documented by rounding up or down to the nearest higher or lower increment.

The overall time billed should not exceed the actual time spent. Any tasks performed but not charged should be billed through a zero hour entry.

- b. *Single Entry Timekeeping/Block Billing.*** Each task should be billed in a separate line entry. Grouping multiple activities under a single time charge (block billing) is not allowed. Each item of work shall be associated with a discrete charge.
- c. *Description of Services.*** Each time entry shall include a clear description of the services rendered, including the nature of the task, the purpose and the subject of the task performed, the individual who performed the task, and the amount of time that was spent on a task. The City reserves the right to seek clarification from Special Counsel if it determines an invoice to be vague or unclear and may reduce the amount of time billed for a specific task at its own discretion.
- d. *Intra-Office Conferences.*** Intra-office conferences may be billed when such conferences are held to discuss strategy, case management, and legal issues and result in more efficient legal representation for the City. Special Counsel shall ensure that intra-office conferences are kept to a minimum, that time billed for intra-office conferences accurately reflects time spent on the matter, and that only mandatory staff bill time for such conferences. Charges for intra-office conferences shall describe the reason for the conference and the subject matter of the discussion. Excessive intra-office conferences or staffing may result in a reduction of Special Counsel's fees.
- e. *Multiple Attendance.*** The City will pay for only one attorney to attend meetings, depositions, hearings, court conferences, and trials, unless otherwise approved in advance and in writing by the City Attorney.
- f. *Legal Research.*** The City will only pay for legal research reasonably necessary to complete an assignment. Special Counsel shall consult within its own firm and with the City Attorney prior to conducting extensive legal research to determine whether similar issues have been previously researched by the firm or by the City, particularly with respect to issues such as qualified immunity and standard contract terms utilized by the City that are frequently encountered by the City. Special Counsel is required to use prior research when possible, and in such situations, may charge the City only for updating prior research. Special Counsel shall not initiate research before it is needed unless the Supervising Attorney expressly approves the research in advance.
- g. *Reviewing Files.*** The City will not pay for the review of a file by an attorney who is merely supervising the work of another employee of the firm. Similarly, Special

Counsel shall not bill the City for file review if an event does not precipitate such review (such as a telephone call or receipt of correspondence) or if the file review does not result in the creation of any tangible work product. Any invoice that includes a time entry for “file review” shall include the purpose of the review or that item will not be considered for payment by the City.

- h. **Non-Compensable Fees.*** Activities that are clerical or administrative in nature—such as opening and closing files, processing invoices, and running conflict of interest checks—are non-compensable and should not be billed by the Special Counsel.
- i. **Travel Time:*** Special Counsel may bill for limited travel time. The City will reimburse Special Counsel for non-local travel at Special Counsel’s standard contractual hourly rate when approved in advance and in writing by the City Attorney. Special Counsel may not bill for otherwise productive travel time that is not spent on City business (e.g., flight time that is not spent working on a City matter undertaken pursuant to this Agreement). The City will not reimburse travel time for local travel, defined as 100 miles or less from Special Counsel’s office (“**Local Travel**”). Fees for unjustified or excessive travel time may be written down at the Supervising Attorney’s discretion.

7. Reimbursable Expenses

Any expenses or costs greater than \$100 that have not been pre-approved in the case budget must be approved in writing by the City Attorney prior to being incurred. Fees and expenses incurred in excess of the approved budget will not be reimbursed. Pre-approved actual, reasonable, and necessary out-of-pocket expenses will be reimbursed at cost without mark-up. All expenses shall be documented, and copies of receipts shall be provided to the Supervising Attorney with Special Counsel’s invoice. Some examples of expenses which may qualify for reimbursement are:

- a. **Messenger Services and overnight or other expedited delivery services.*** The City does not expect all documents to be hand-delivered or sent by an overnight or express delivery service, but such services may be used when appropriate under the circumstances.
- b. **Photocopying.*** Photocopying is reimbursable if performed for Special Counsel by an outside photocopying vendor. In such instances, reimbursement will be made at the lower of Special Counsel’s actual cost or an amount not to exceed 10 cents per page for routine copies. Whenever Special Counsel seeks reimbursement for copying or Bates labeling by an outside photocopying vendor, Special Counsel shall provide the City with a copy of the photocopying vendor’s invoice, which shall state the number of pages of each type copied and the cost per page for each of these services. In-house

copying costs are not reimbursable.

- c. *Lodging and Meals.*** Lodging and meals are reimbursable only in connection with approved non-local travel, and will be reimbursed at rates no greater than the lesser of the actual cost (without markup) or the maximum amount set forth in the Meals and Incidental Expense Breakdown of the Federal Travel Regulation in effect on the date the expense was incurred, published at:

www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

The City will not reimburse for meals in connection with Local Travel. City Attorney may, if provided sufficient justification, make exceptions to the requirements described in this subpart **c**. Any approval for deviation from the City's standard requirements must be approved in advance writing by the Supervising Attorney specifying all non-compliant lodging and meal costs in detail and reasons therefore.

- d. *Certain Travel Expenses.*** Special Counsel shall bill air travel at no higher than the economy or coach fare. Special Counsel shall use its best efforts to make airline reservations in advance so as to take advantage of lower air fares. While on non-local travel, Special Counsel may bill the City for reasonable mileage or for the cost of a mid-sized, non-luxury rental car when necessary and when the cost of a rental car is less than other forms of ground transportation. Special Counsel may seek reimbursement for taxi fares when on non-local travel, but any requests for reimbursement for taxi fares will be closely scrutinized for necessity and reasonableness. For local travel, the City Attorney may, if provided sufficient justification, make exceptions to the requirements described in this subpart **d** for mileage reimbursements. Any approved mileage reimbursement exceptions for local travel must be approved in advance writing by the City Attorney specifying the reasons therefore. If Special Counsel's travel is both for the City and for another client or other activities, Special Counsel may bill the City only for the City's pro rata share of travel expenses.

8. *Non-Reimbursable Expenses.*

Routine administrative expenses are part of Special Counsel's overhead, and are included in Special Counsel's hourly rate structure. Such costs will not be reimbursed by the City. Examples of overhead expenses that the City will not reimburse include:

- a.** Telephone calls, mobile phone charges, utilities, in-house photocopies, postage, secretarial and word processing services, and overtime.

- b.*** Expenses related to Local Travel, including mileage, parking, or car services.
- c.*** The cost of computerized legal research services, including, but not limited to: Lexis and Westlaw.

APPENDIX 1

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 or 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. AFFECT OF CURRENT INVOICE ON CONTRACT CAP:

Within 15% of Contract Cap? YES NO

 3. Please provide the anticipated billings (for services) for each of 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 NO

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

YES NO

 6. Did you submit documentation for all items greater than \$100?

YES NO N/A

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.

APPENDIX 2

APPENDIX 2. Invoice Cover Sheet

(Company/Firm Letterhead)

INVOICE COVER SHEET

(Invoice Date)

City & County of Denver
City Attorney's Office
CAOAdminBilling@denvergov.org

(Invoice Number)

RE: (Contract Number)

MATTER: (Case Name and Case Number)

or
(brief description of transactional matter)

STATEMENT

FOR LEGAL SERVICES RENDERED DURING THE PERIOD:

(Date(s) of Service Including Year)

Total (Month): \$ (Amount Including Costs)

Hours: (Number of Hours) @ (Hourly Rate) = (Total Amount)

Hours: (Number of Hours) @ (Hourly Rate) = (Total Amount)

Costs: \$ (Amount)

Firm: (Vendor)

(Signature)

Responsible Attorney: (Type Name Here)