

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 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**, an Arizona Foreign Limited Liability Partnership whose address is 201 East Washington Street, Suite 1200, Phoenix, AZ 85004, (the “Special Counsel”), jointly (“the Parties”).

The Parties entered into an Agreement dated **July 1, 2018**, an Amendatory Agreement dated **February 6, 2019**, a Second Amendatory Agreement dated **February 13, 2020**, and a Third Amendatory Agreement dated **April 14, 2020** (collectively, the “Agreement”). The Parties wish to amend the Agreement to by changing the scope of work.

The Parties agree as follows:

1. Paragraph 2 of the Agreement titled “**PROFESSIONAL SERVICES TO BE PERFORMED**” is amended to read as follows:

“**2. PROFESSIONAL SERVICES TO BE PERFORMED:** Special Counsel shall provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct.

- a. In the matter of *Margaret Denny v. Denver*, Jessica Fuller, Esq., shall serve as lead attorney for Special Counsel and shall direct the provision of Special Counsel’s services under this Agreement, including assistance as litigation counsel in managing settlement disputes.
- b. For matters related to the to the City’s multiple-employer DERP pension plan (1963 Retirement Plan), Jan Steinhour shall serve as the lead counsel and shall direct the provision of Special Counsel’s services under this Agreement.
- c. For pre-litigation and litigation matters related to defense of claims against the City as alleged by Denver Health and Hospital Authority related to the City’s 1963 (DERP) Retirement Plan, the City will work with a qualified litigator assigned by Special Counsel and with Jan Steinhour as a subject matter expert to defend such claims either in their entirety, or as support to assigned litigation attorneys from the Denver City Attorney’s Office that will lead the defense against such claims.

d. Special Counsel shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney, or the City Attorney's designated representative, shall have final authority over the use of all documents to be prepared in the above matters."

2. Paragraph 3 of the Agreement titled "**TERM**" is amended to read as follows:

"**3. TERM**: The Agreement will commence on **June 25, 2018** and will expire on **June 24, 2023** (the "Term")."

3. Subparagraphs (a) and (d)(1) of paragraph 4 of the Agreement titled "**PAYMENT OF FEES**:" are amended to read as follows:

"**4. PAYMENT OF FEES**:

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **SEVEN HUNDRED AND FIVE THOUSAND DOLLARS AND ZERO CENTS (\$705,000.00)**, 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 **SEVEN HUNDRED AND FIVE THOUSAND DOLLARS AND ZERO CENTS (\$705,000.00)** (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."

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Fourth Amendatory Agreement is not 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: ATTNY-202161015-04
Contractor Name: ALFRESCO-201842994-04
LEWIS ROCA ROTHGERBER CHRISTIE 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ATTNY-202161015-04
ALFRESCO-201842994-01
LEWIS ROCA ROTHGERBER CHRISTIE LLP

By:  _____
6424DEBF8B6046E...

Name: Jessica Fuller
 (please print)

Title: Partner
 (please print)

ATTEST: [if required]

By: _____

Name: _____
 (please print)

Title: _____
 (please print)