

**THIRD AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY & COUNTY OF DENVER AND THE OFFICE OF THE
ALTERNATE DEFENSE COUNSEL DATED NOVEMBER 13, 2020**

The City & County of Denver (hereinafter referred to as “City”) and The Office of the Alternate Defense Counsel (hereinafter referred to as “OADC”) agree to amend the Agreement described above as follows:

1. Section 3 of the Agreement, entitled “**TERM**”, shall be amended to read as follows:

“**3. Term:** The term of the Agreement is from January 1, 2021 until December 31, 2026, or until the Maximum Contract Amount specified in subsection 4.A below is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“Term”). Subject to the City Representative’s prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Chief Public Defender.”

2. Section 4A of the Agreement entitled “**COMPENSATION AND PAYMENT, Maximum Contract Amount**” shall be amended to read as follows:

“**4.A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work shall in no event exceed the sum of **TWO MILLION THREE HUNDRED NINETY TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,392,000.00)** unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. When notified by OADC that the remaining funds under this contract dips below 25% (or the reverse, 75% has been expended) of the estimated expenses for the year, the City Representative will convene City stakeholders to agree on language for the submission of a supplemental funding request to the City Council to support funding to cover the projected shortfall.

3. Section 4B of the Agreement entitled “**COMPENSATION AND PAYMENT, Payments**” shall be amended to read as follows:

“**4.B. Payments:** The City shall compensate OADC for services in accordance with the same payment structure and rates that are paid by the state of Colorado to attorneys and other interdisciplinary team members under contract with the Office of the Alternate Defense Counsel created in Section 21-2-101 and that are consistent with Chief Justice Directive 04-04 (“the Directive”) as it may be amended or any successor document. The current

version of the Directive is attached as Exhibit A. OADC shall provide monthly invoices within FOURTEEN (14 days) of the next month and shall reflect all payments made by OADC between the first and last days of the month reflected. The City shall pay OADC the amount listed in the invoice within FIFTEEN (15 days) of receipt of the invoice. Monthly reports submitted by the OADC to the Public Defender must fully document services rendered and any other authorized and actually incurred expenses. Monthly reports submitted by the OADC to Public Defender or his/her designee must include, based on all information available at the time of the report, the total number of new cases referred to OADC; and the total number of cases billed in that month. The invoice must also contain the following information 1) the type of appointment: post-conviction proceedings; direct appeal of a conviction, probation revocation or modification; trial court; and, 2) the Payment Description: fees including Attorney fees, the number of attorneys that submitted bills in that month that were paid, the number of trials (court or jury) that were billed that month, and the number of hours reviewing audio and video evidence; case assistant, expenses, experts, investigation expenses, legal researcher, mentor, paralegal/legal advisor, resource advocate, and travel mileage. Such reports shall be subject to review by the Public Defender or his/her designee, and the Parties shall promptly confer to resolve any discrepancies or to request additional information or verification of the amounts billed. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C. Upon expiration or termination of this Agreement, in the event the City has made a payment in excess of amounts owed to OADC hereunder, any excess amount shall be returned to the City within thirty (30) days of the termination of OADC's work under the contract. All ADC billing for municipal court cases shall be billed consistent with the Directive."

4. Section 5 of the Agreement entitled **TERMINATION** shall be amended to add subsection **5.E. "Termination by OADC when in the best interest of OADC"** which will read as follows:

"5. E Termination by OADC when in the best interest of OADC: OADC, upon giving sixty (60) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of OADC as determined by the Director. Any unfinished portion of the work shall be faithfully and timely performed by the OADC to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized work performed shall be paid to the OADC in accordance with this Agreement."

5. All other terms and conditions of this Agreement shall remain in effect.

6. This Amendatory Agreement will not be effective or binding on the Denver Public Defender 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 PAGE FOLLOWS

Contract Control Number: DOMPD-202582084-03, DOMPD-202055638
Contractor Name: OFFICE OF THE MUNICIPAL PUBLIC DEFENDER

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: DOPMPD-202582084-03, DOPMPD-202055638
Contractor Name: OFFICE OF THE MUNICIPAL PUBLIC DEFENDER

By: _____
Signed by:
Joanna Landau
846310A32C56456...

Name: _____
Joanna Landau
(please print)

Title: _____
Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)