

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This **SECOND AMENDATORY INTERGOVERNMENTAL AGREEMENT** is made by and among the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), a home-rule city and municipal corporation of the State of Colorado, and the **STATE OF COLORADO OFFICE OF THE ALTERNATE DEFENSE COUNSEL** (“OADC”), a body corporate duly organized and existing under the laws of the State of Colorado, jointly, (“the Parties”).

RECITALS

WHEREAS, The City and Contractor entered into an Agreement executed on November 13, 2020, and an Amendatory Agreement executed on January 21, 2022 (the “Agreement”) for the performance of certain work set forth in that Agreement. The Parties wish to amend the Agreement as set forth below.

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

1. Section 3. of the Agreement entitled “**TERM**” is deleted and amended to read as follows:

“3. **TERM**: The term of the Agreement is from January 1, 2021 until December 31, 2025, 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 4.A. of the Agreement entitled “**COMPENSATION AND PAYMENT- Maximum Contract Amount**” is 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 **ONE MILLION SIX HUNDRED NINETY-FIVE**

THOUSAND DOLLARS AND ZERO CENTS (\$1,695,000.00) 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.”

3. Effective upon execution Section **26** of the Agreement entitled **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT** is deleted.

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

5. 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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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: DOMPD-202369732-02
Legacy Contract Number: 202055638-02
Contractor Name: STATE OF COLORADO OFFICE OF THE ALTERNATE
DEFENSE COUNSEL

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

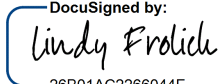
By:

By:

By:

Contract Control Number:
Legacy Contract Number
Contractor Name:
DEFENSE COUNSEL

DOMPD-202369732-02
202055638-02
STATE OF COLORADO OFFICE OF THE ALTERNATE

By: 
26B01AC2266044F...

Name: Lindy Frolich
(please print)
Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)