

## AMENDATORY AGREEMENT

**THIS 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 **THOMPSON, COE, COUSINS & IRONS, LLP**, a foreign limited liability partnership registered in Texas, with its principal place of business located at 700 North Pearl Street, 25th Floor, Dallas, TX 75201, (“Special Counsel” or “Contractor”), collectively “the Parties.”

**WHEREAS**, the City and the Contractor entered into an Agreement dated **March 30, 2023**, to provide services (the “Agreement”); and

**WHEREAS**, The City originally entered into an Agreement with an entity named WELLS ANDERSON & RACE LLC, and since entering into an Agreement with the City, has been acquired by Special Counsel.

**NOW WHEREFORE**, the Parties now wish to modify the Agreement as set forth below.

1. This Amendment shall not be valid or enforceable until fully executed by all Parties. The City shall not be bound to Special Counsel by any provision of this Amendment before the Amendment is fully executed and shall have no obligation to pay Special Counsel for any work or services performed or expense incurred under this Amendment before the Amendment term. The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence once the Amendment is duly executed and shall terminate on the termination of the Agreement. Upon the date this Amendment commences, Special Counsel shall perform all duties and fulfill all obligations under the Agreement as if it were the original contractor.

2. This Amendment is incorporated by reference into the Agreement, and all prior Amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment.

3. Section 22 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**” is hereby deleted and replaced as follows:

**“22. Intentionally Omitted.”**

4. Section 40 is hereby added to the agreement and reads as follows:

**“40. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.”

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

6. This 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.

**End.**

**Signature pages and exhibits follow this page.**

**Contract Control Number:** ATTNY-202366421-01, ATTNY-202577944-01  
**Contractor Name:** THOMPSON COE COUSINS & IRONS 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-202366421-01, ATTNY-202577944-01  
THOMPSON COE COUSINS & IRONS LLP

By: Signed by:  
*William T. O'Connell, III*  
798E61D1DE1D439...

Name: William T. O'Connell, III  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)