

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into, effective as of the date set forth on the City's signature page ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**") and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, a Texas limited liability partnership, with its principal local place of business located at 1515 Cleveland Place, Suite 300, Denver, CO 80202 and with administrative business functions located at 2700 Via Fortuna, Suite 500, Austin, TX 78746 ("**Consultant**"), collectively "**the Parties.**"

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated September 17, 2015 to provide professional legal services ("**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement to increase compensation to the Consultant and extend the term.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. Article 2 of the Agreement entitled "**COMPENSATION FOR SERVICES**," is hereby amended to read as follows:

"2. COMPENSATION FOR SERVICES:

G. Appropriations. Any other provision of this Agreement notwithstanding, in no event shall the City be liable, for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **TWO MILLION NINETY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,092,000.00)** ("**Maximum Contract Amount**") payable as follows:

(1) For litigation costs for Class Three and Class Four Debts, the City's total obligation will not exceed the annual amount **TWO MILLION NINETY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,092,000.00)**; and Compensation for collection and attorneys' fees for all Class Three and Class Four Debts will be derived solely and exclusively from monies that directly and

proximately result from the Consultant's successful collection of debts owed to the City. The Consultant acknowledges that the City has not appropriated and will not appropriate funds for the purpose of paying collection and attorneys' fees for Class Three and Class Four Debts. The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Consultant beyond that specifically described is performed at the Consultant's risk and without authorization under this Agreement.

It is further acknowledged by the Consultant that any and all payment obligations of the City hereunder, whether direct or contingent, or for any other incidental cause shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, paid into the Treasury of the City and encumbered for the purposes of this Agreement. The Consultant acknowledges that (i) the City does not and will not irrevocably pledge present case reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as provided in D.R.M.C. §20- 107 to §20-118.”

2. Article 3 of the Agreement entitled “**TERM**,” is hereby amended to read as follows:

“3. **TERM**: The term of the Agreement is from June 1, 2015 until May 31, 2020, or until the Maximum Contract Amount specified in Article 2.G above is expended, 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 Attorney's prior written authorization, the Consultant 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 City Attorney.”

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

4. This 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 FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



