

AMENDATORY SPECIAL COUNSEL AGREEMENT

THIS AMENDATORY SPECIAL COUNSEL AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **OVERTURF MCGATH & HULL, P.C.**, a Colorado professional corporation, with its principal place of business located at 625 East 16th Avenue, Suite 100, Denver, Colorado 80203, (“Special Counsel” or “Contractor”), collectively “the Parties.”

RECITALS:

A. The Parties entered into an Agreement dated March 30, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, update paragraph 22-No Employment of Workers without Authorization, add paragraph 40-Compliance with Denver Wage Laws, and update scope of work exhibit.

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 hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **February 1, 2023**, and will expire on **January 31, 2027**, (the “Term”). The Agreement may be extended by City providing written notice of extension, prior to expiration of the then-current term, for one (1) extension term of one (1) year.”

2. Section 22 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“**22. [RESCINDED.]**”

3. Section 40 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement as follows:

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

4. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work/Fee Schedule**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

6. This Amendatory Special Counsel 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.

EXHIBITS

Exhibit A-1 - Scope of Work

[SIGNATURE PAGES TO FOLLOW]
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number: ATTNY-202582361-01 / ATTNY-202366475-01
Contractor Name: OVERTURF MCGATH & HULL, P.C.

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-202582361-01 / ATTNY-202366475-01
OVERTURF MCGATH & HULL, P.C.

By: Signed by:
Scott A. Neckers
9C623F6B8328427...

Name: Scott A. Neckers
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1: SOW/Fee Schedule

Overturf McGath & Hull

Representation and legal counsel of the City and County of Denver and/or its employees in Civil Litigation matters. Assistance with case work as case load exceeds the capacity of the CAO and/or when there is a legal conflict and the matter requires conflict counsel.

Fee Schedule: Hourly Rate

Partner	Associate	Paralegal
\$250	\$225	\$125