

A G R E E M E N T

THIS SPECIAL COUNSEL AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **NOSSAMAN, LLP**, a California Foreign Limited Liability Partnership, with its principal place of business located at 777 South Figueroa Street, 34th Floor, Los Angeles, California 90017, (“Special Counsel”), collectively “the Parties.”

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. **PROFESSIONAL SERVICES TO BE PERFORMED:** Special Counsel shall provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct, to serve as legal counsel to the City for condemnation negotiations and litigation, and other related legal matters and services, as necessary and directed by the City Attorney. **Brent Butzin** shall serve as lead attorney for Special Counsel and shall direct the provision of services under this Agreement. Special Counsel shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney, or the City Attorney’s designated representative, shall have final authority over the use of all documents to be prepared in the above matters.

2. **COORDINATION WITH DEPARTMENT OF LAW:**

a. **Use of City Personnel and Coordination.** To provide the best possible legal representation and reduce costs and expenses, Special Counsel agrees whenever possible to utilize the staff of the City Attorney’s Office, together with other City personnel. As directed by the City Attorney, or her designee, Special Counsel agrees to utilize and coordinate with any consultant retained by the City on matters related to Special Counsel’s work. Special Counsel acknowledges that one or more Assistant City Attorneys will be assigned to provide additional legal representation to the City on certain matters. Special Counsel shall submit to the City for approval: budgets, work plans and case plans in such form as may be required by the City’s Department of Law and in accordance with the Special Counsel Billing Requirements reflected in **Exhibit A.**

b. Communication Regarding Significant Developments. Special Counsel shall promptly advise the City Attorney, or her designee, in writing of any significant developments in a matter. Unless a court appearance, settlement conference, or other important event is scheduled less than 72 hours in advance, Special Counsel shall notify the City Attorney, or her designee, of such events at least 72 hours in advance (or within such other time as the City Attorney, or her designee, may agree to) to enable City representatives to attend or participate, if appropriate. When a court appearance, settlement discussion or other important event is scheduled less than 72 hours in advance, Special Counsel shall notify the City Attorney, or her designee, as early as is practicable.

c. City's Settlement Authority. Special Counsel may not make any offers of settlement without the prior written approval of the City Attorney, or her designee. Special Counsel shall immediately convey all offers of settlement to the City Attorney, or her designee. The City Attorney, or her designee, has the final authority in making determinations concerning offers of settlement.

d. Review of Drafts for Litigation Matters. Special Counsel shall provide the City Attorney, or her designee, with drafts of all significant pleadings or other documents that Special Counsel intends to provide to, or file with, a court or a government agency that may potentially affect the disposition of a matter at least 72 hours before such documents are filed or submitted, or such other time as the City Attorney, or her designee, may agree to.

e. Copies of Documents. Special Counsel shall provide the City Attorney, or her designee, with copies of all filed documents, pleadings, discovery responses, key correspondence, and other documents as the City Attorney, or her designee, may request. Additionally, Special Counsel shall provide the City Attorney, or her designee, with electronic copies of all final memoranda, briefs, and other work product produced in the case or matter at the end of the engagement. Special Counsel shall provide electronic documents for each matter in the format requested by the City Attorney, or her designee.

f. Ownership and Access. All materials developed, prepared, or acquired during the performance of services under this Agreement, including, without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports shall be available to the City upon request. Such materials shall be the exclusive property of the City. All such materials shall be

retained by Special Counsel in accordance with Colorado Rules of Professional Conduct, but otherwise for no less than a period of seven (7) years from the conclusion of each matter. At the end of this retention term, the City shall be notified and given sixty (60) days to reclaim such materials prior to destruction by Special Counsel. At all times during the retention term, the City Attorney, or her designee, shall have access to all such materials within 24 hours of a request.

3. **TERM:** The Agreement will commence on **April 1, 2024**, and will expire on **March 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 two (2) extension terms of one (1) year each.

4. **PAYMENT OF FEES AND EXPENSES:**

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City in accordance with Section 5 and the Billing Requirements set forth in **Exhibit A**.

b. **Fees.** Special Counsel shall be paid for actual time devoted to work for the City, including meetings with City officials, review, preparation for and appearance on behalf of the City in any negotiations, proceedings, conferences and telephone conferences at the following rates, in accordance with the Billing Requirements set forth in **Exhibit A: Billing Requirements, \$595.00 per hour for partners, \$450.00 per hour for associates and \$265.00 per hour for paralegals**. Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved in writing by the City Attorney or her designee. In no case shall the hourly rates billed for additional attorneys and paralegals exceed the contracted-for rate for special counsel.

c. **Expenses and Costs.** Any expenses or costs allowed under this Agreement, except as expressly described in Section 5, must be in accordance with the Billing Requirements set forth in **Exhibit A**.

d. **Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00)**, (the “**Maximum Contract Amount**”). The City

is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those in expressly described in this Agreement are performed at Special Counsel's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATEMENT OF SERVICES RENDERED: The Special Counsel shall submit to the City a monthly invoice, in accordance with this Section 5 and the Billing Requirements set forth in **Exhibit A**, describing all services rendered and costs incurred by Special Counsel under this Agreement for the period covered by said invoice in such format as designated by the City Attorney or her designee. Each such invoice shall contain at least the following information as applicable to the nature of each matter: case number; name or title of the matter; a unique invoice number; Special Counsel's taxpayer identification number; the date and nature of the services rendered; the name of the City Attorney's designee overseeing the matter; Special Counsel's billing contact; the name and position of the provider of such service; the time period covered by the invoice; the date the invoice is issued; and for hourly rate billing: the specific dates of the services, the names of the persons who performed the services billed, their respective hourly rates, the amount of time, in hours and tenths or fractions of hours, attributable to each such service, the total for each line entry, and the total number of hours billed to the City for the period covered by the invoice. All invoices shall reference the Contract Control number of this Agreement as designated below on the City's signature page. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel. Any questions regarding the eligibility of a fee, expense, or cost must be resolved in writing by the City prior to the incurrence of such expense by Special Counsel. A partner of the Special Counsel shall verify the monthly invoice. Invoices are confidential attorney-client privileged documents and shall remain as such until and unless otherwise directed by the City Attorney, or her designee. The City shall use its best efforts to pay invoices within thirty (30) days

of receipt. The Special Counsel shall attach to all invoices and billings provided hereunder a completed copy of the Invoice Review document, a blank copy of which is attached as Appendix 1 to Exhibit A and incorporated by reference. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel. All invoices shall be submitted to the City Attorney's Office Administrative Billing Team at CAOAdminBilling@denvergov.org. Special Counsel will utilize alternative billing processes, upon City's written request, including, but not limited to, submitting invoices through the Passport Collaborative Portal established by Wolters Kluwer ELM Solutions, Inc. and used by the City and County of Denver for outside legal billing. There is a nominal fee associated for using the Passport Collaborative Portal, which Special Counsel may seek reimbursement from the City for on an annual basis during the Term, not to exceed \$1,530 in any twelve (12) month period.

6. STATUS OF SPECIAL COUNSEL: The status of the Special Counsel under this Agreement shall be that of licensed attorneys at law, providing professional legal services to the City under this Agreement, and neither Special Counsel nor its agents or personnel shall be considered employees of the City for any purpose whatsoever.

7. TERMINATION: The City may terminate this Agreement at any time, with or without cause. Termination shall be subject to Court consent, if such consent is required. If the Special Counsel's services are terminated, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action.

8. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Special Counsel's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Special Counsel shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant

to this paragraph shall require Special Counsel to make disclosures in violation of state or federal privacy laws. Special Counsel shall at all times comply with D.R.M.C. 20-276.

9. CONTACT WITH MEDIA: Special Counsel is not authorized to comment publicly on any City matters, to issue statements or press releases, or to disclose to the media any facts related to a matter Special Counsel is handling without the prior written approval of the City Attorney, or her designee. Special Counsel shall refer any media inquiries to the City Attorney, or her designee. Special Counsel shall cooperate with the City regarding requests for information from the media and, if requested by the City Attorney, or her designee, shall assist with responses to media inquiries.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Special Counsel. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. INSURANCE:

a. General Conditions. Special Counsel agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Special Counsel shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Special Counsel shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by

its insurer(s) and referencing the City's contract number. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Special Counsel. The Special Counsel shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance. Special Counsel may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Special Counsel certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Special Counsel's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Special Counsel and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

d. Waiver of Subrogation. For all coverages required under this Agreement, Special Counsel's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants. Special Counsel shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Special Counsel and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation/Employer's Liability Insurance. Special Counsel shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability. Special Counsel shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Automobile Liability. Special Counsel shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability. Special Counsel shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

j. Cyber Liability. Special Counsel shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION:

a. To the fullest extent permitted by law, the Special Counsel agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of Special Counsel or the Special Counsel's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

b. Special Counsel's obligation to defend and indemnify may be determined after Special Counsel's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Special Counsel's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Special Counsel is not named as a Defendant.

c. Special Counsel will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Special Counsel under the terms of this indemnification obligation. Special Counsel shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

14. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance § 20-107, et seq., of the Denver Revised Municipal Code (D.R.M.C.). The Special Counsel shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. **ASSIGNMENT; SUBCONTRACTING:** Except as specifically authorized hereunder, the Special Counsel shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City Attorney's prior written consent. Except as specifically authorized hereunder, any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City Attorney has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement on account of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) the Special Counsel shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

16. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Special Counsel receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

19. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Special Counsel shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. Special Counsel acknowledges that it and its attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Special Counsel represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Special Counsel by

placing the Special Counsel’s own interests, or the interests of any party with whom the Special Counsel has a professional relationship or contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists.

c. Special Counsel should conduct a thorough conflict of interest review prior to performing legal services for the City for any matter under this Agreement. Special Counsel should confirm in writing to the City Attorney, or her designee—preferably within 24 hours, but no later than three (3) business days after receipt of the new matter—that Special Counsel has completed a conflict check, there is no conflict or appearance of a conflict, and that Special Counsel is able to handle all aspects of the legal representation on behalf of the City. If, as a result of the conflict check, there is a conflict or an appearance of a conflict, Special Counsel must (i) identify the conflict for the City Attorney, or her designee, and seek a conflict waiver from the City as required by the Colorado Rules of Professional Conduct or (ii) decline legal representation and maintain as privileged and confidential any information provided by the City. Special Counsel has a continuing obligation to ensure that no conflicts exist with respect to its ongoing representation. Any possible conflict of interest arising during legal representation should be communicated in writing to the City Attorney, or her designee, immediately so the City has an opportunity to address and resolve the issue.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Special Counsel to: Denver City Attorney’s Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

By the City to: Nossaman, LLC
777 South Figueroa Street, 34th Floor
Los Angeles, California 90017

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

22. DISPUTES: All disputes between the City and Special Counsel arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), et seq. For the purposes of that administrative procedure, the City official rendering a final determination shall be the City Attorney.

23. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

a. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

b. Compliance with Law: Special Counsel shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

c. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Special Counsel may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Special Counsel shall insert the foregoing provision in all subcontracts.

25. COMPLIANCE WITH ALL LAWS: Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver; and with the Colorado Rules of Professional Conduct.

26. LEGAL AUTHORITY: Special Counsel represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Special Counsel represents and warrants that he has been fully authorized by Special Counsel to execute the Agreement on behalf of Special Counsel and to validly and legally bind Special Counsel to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Special Counsel or the person signing the Agreement to enter into the Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

29. INTELLECTUAL PROPERTY RIGHTS: The City and Special Counsel intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Special Counsel and any subcontractor hereunder and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “**Materials**”), shall belong to the City. The Special Counsel shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Special Counsel and any subcontractor hereunder (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

30. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Special

Counsel's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. ADVERTISING AND PUBLIC DISCLOSURE: Special Counsel shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Special Counsel's advertising or public relations materials without first obtaining the written approval of the City Attorney, or her designee. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Special Counsel shall notify the City Attorney in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

32. OPEN RECORDS: Special Counsel acknowledges that information created or exchanged in the course of representation of a governmental entity, such as the City, may be subject to state or local laws regarding public records, including the Colorado Open Records Act ("CORA") and the Colorado Criminal Justice Records Act ("CCJRA"). Special Counsel is responsible for understanding relevant public records laws and for taking appropriate precautions to identify confidential information, including information protected by the attorney-client privilege or attorney work product protection. Special Counsel also agrees to assist the City in responding to public records requests that apply to information in Special Counsel's possession.

33. PROTECTED INFORMATION AND DATA PROTECTION:

a. Compliance with Data Protection Laws: The Special Counsel shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Special Counsel under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Special Counsel's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If Special Counsel becomes aware that it cannot reasonably comply with

the terms or conditions contained herein due to a conflicting law or policy, Special Counsel shall promptly notify the City.

b. Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to Special Counsel, Special Counsel shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If Special Counsel has been contracted to maintain, store, or process personal information on the City's behalf, Special Counsel is a “Third-Party Service Provider” as defined by § 24-73-103(1)(i), C.R.S.

c. Data Access and Integrity: Special Counsel shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to Special Counsel's performance hereunder to ensure the security and confidentiality of all data. Special Counsel shall protect against threats or hazards to the security or integrity of

data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. Special Counsel shall not engage in “data mining” except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and Special Counsel shall have no right, title, or interest in data obtained in connection with the services provided herein.

d. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, Special Counsel shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Special Counsel’s data retention policies. Upon termination of the Agreement, Special Counsel shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent Special Counsel is required by law to retain data, including Protected Information. Upon the City’s request, Special Counsel shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in Special Counsel’s exclusive custody, the City may request that Special Counsel preserve such data outside of its usual record retention policies. The City will promptly coordinate with Special Counsel regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and Special Counsel shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, Special Counsel shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

e. Software and Computing Systems: At its reasonable discretion, the City may prohibit Special Counsel from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of Special Counsel’s services under this Agreement. Special Counsel shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. Special Counsel shall not use funds paid by the City for the acquisition,

operation, or maintenance of software in violation of any copyright laws or licensing restrictions. Special Counsel shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

f. Background Checks: Special Counsel will ensure that, prior to being granted access to Protected Information, Special Counsel's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

g. Subcontractors and Employees: If Special Counsel engages a subcontractor under this Agreement, Special Counsel shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. Special Counsel shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause Special Counsel to breach any of its obligations under this Agreement. Unless Special Counsel provides its own security protection for the information it discloses to a third party, Special Counsel shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both Special Counsel and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, Special Counsel shall provide the City copies of its record retention, data privacy, and information security policies.

h. Security Breach: If Special Counsel becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), Special Counsel shall notify the City in the most expedient time and without unreasonable delay. Special Counsel shall fully cooperate with the City regarding recovery, lawful

notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. Special Counsel shall preserve and provide all information relevant to the Security Breach to the City; provided, however, Special Counsel shall not be obligated to disclose confidential business information, or trade secrets. Special Counsel shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

i. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that Special Counsel protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, Special Counsel may reasonably decline the City's request to provide additional protections. If such a request requires Special Counsel to take steps beyond those contained herein, Special Counsel shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct Special Counsel to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and Special Counsel shall continue to safeguard all data for so long as the data remains confidential or protected and in Special Counsel's possession or control.

34. **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.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Special Counsel shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs.

36. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

37. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

38. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns.

39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Special Counsel consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – Special Counsel Billing Requirements

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

Contract Control Number: ATTNY-202474283-00
Contractor Name: NOSSAMAN 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-202474283-00
NOSSAMAN LLP

By:  _____
545E7375D9B6497...

Name: Brent E. Butzin
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work:

Serve as special legal counsel for the City including but not limited to project procurement strategies, performance-based Infrastructure, and other project delivery methods for National Western Center assets.

Rate Sheet:

Partners:	\$595/hour
Associates:	\$450/hour
Paralegals:	\$265/hour



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

5/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No.): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <u>Vigilant Insurance Company</u></td> <td>20397</td> </tr> <tr> <td>INSURER B: <u>Federal Insurance Company</u></td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <u>Vigilant Insurance Company</u>	20397	INSURER B: <u>Federal Insurance Company</u>	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1358318 Nossaman LLP 621 Capitol Mall, Suite 2500 Sacramento, CA 95814															

COVERAGES NOSSA01 **CERTIFICATE NUMBER:** 20598049 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	35767154	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	70205924	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	79781932	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71643605	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law.

CERTIFICATE HOLDER

CANCELLATION See Attachments

20598049 City and County of Denver c/o City Attorney's Office, Municipal Operations 201 W. Colfax Ave., Dept. 1207 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Liability Insurance

Endorsement

Policy Period 10/1/2023 - 10/1/2024

Effective Date 10/1/2023

Policy Number 35767154

Insured **Nossaman LLP**

Name of Company Vigilant Insurance Company

Date Issued 10/1/2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

Scheduled Person Or
Organization

Under Who Is An Insured, the following provision is added:

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

PERSON OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY BUT THEY ARE "INSUREDS" ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED".

Liability Endorsement
(continued)

HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Conditions
(continued)

*Transfer Or Waiver Of
Rights Of Recovery
Against Others*

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Liability Insurance

Endorsement

Policy Period 10/1/2023 TO 10/1/2024

Effective Date 10/1/2023

Policy Number 35767154

Insured **NOSSAMAN LLP**

Name of Company Vigilant Insurance Company

Date Issued 10/1/2023

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other insurance
Primary Additional
Insured

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with the primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/1/2023 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 71643605 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to NOSSAMAN LLP

Endorsement No.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce [] our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00% of total California premium.

Schedule

Person or Organization
BLANKET WAIVER - ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

Job Description
ALL CALIFORNIA OPERATIONS

WC 99 03 04 (Ed. 7-08)

Policy 70205924

COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown In the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50%of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership, joint venture or limited liability company;
- (b) That is an "insured" under any other automobile policy;
- (c) That has exhausted its Limit of Insurance under any other policy; or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

- (a) You executed the "insured contract" or written agreement; or
- (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE EXCLUSION 5.- FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE- ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE Paragraph A. 4. - COVERAGE EXTENSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto"you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto"with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured", However, such person or organization is an "insured" only:

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANYONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss"of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered"loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as slated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1.,2. and 3.

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.We will pay for any unpaid amount due on the loan or lease if caused by:
 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations Indicate that Collision Coverage is provided for any covered "auto."
6. RENTAL AGENCY EXPENSE Paragraph A 4. - COVERAGE EXTENSIONS - of

c. An integral part of such equipment.

10. GLASS REPAIR- WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of -SECTION III PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage If the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION III-PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller(or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUITOR LOSS Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUITOR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
- (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
- Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The Insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

combined.

7. EXTRA EXPENSE - BROADENED COVERAGE Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a.-EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT- BROADENED COVERAGE Paragraph B.4. - EXCLUSIONS - of SECTION III-PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in anyone "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss". To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES Paragraph B.5.- OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS-is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this Insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO- COVERAGE TERRITORY

Paragraph B.7.e. (1) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish as a result of the "bodily injury" sustained by that person.

13. WAIVER OF SUBROGATION

Paragraph A.S. - TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO
CONDITIONS is Deleted and replaced with the following:

Form: 16-02-0292 (Rev. 4-11)

"Includes copyrighted material of Insurance Services Office, Inc., with its permission"

Page 3 of 3

Auto Insurance

Business Auto Coverage Form

Policy Period 10/1/2023 TO 10/1/2024

Effective Date 10/1/2023

Policy Number 70205924

Insured NOSSAMAN, LLP

Name of Company Federal Insurance Company

Date Issued 10/1/2023

Section B General Conditions; Item 5 Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Law Firm Group 111 West Campbell Street 4th Floor Arlington Heights IL 60005	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Rob Herchert</td> </tr> <tr> <td>PHONE (A/C No. Ext): 847-385-6800</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: PSGcerts@lemme.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Columbia Casualty Company and Various</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Rob Herchert		PHONE (A/C No. Ext): 847-385-6800	FAX (A/C, No):	E-MAIL ADDRESS: PSGcerts@lemme.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Columbia Casualty Company and Various		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Nossaman LLP 777 South Figueroa Street, 34th Floor Los Angeles CA 90017	NOSSLPL																				

COVERAGES **CERTIFICATE NUMBER: 363417170** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			768773558	2/14/2024	2/14/2025	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City and County of Denver c/o City Attorney's Office, Municipal Operations 201 W. Colfax Ave., Dept 1207 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2024

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INSURED Nossaman LLP 777 South Figueroa Street, 34th Floor Los Angeles CA 90017																									

COVERAGES **CERTIFICATE NUMBER: 938851149** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
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A	Cyber Insurance			652464300	10/1/2023	10/1/2024	Each Claim Aggregate \$1,000,000 \$1,000,000

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Exhibit C

SPECIAL/CONFLICTS COUNSEL BILLING REQUIREMENTS

These Special/Conflicts Counsel Billing Requirements (“**Requirements**”) set forth the procedures that govern the relationship between the **CITY AND COUNTY OF DENVER** (“**Denver**” or the “**City**”) and its outside legal counsel (“**Special Counsel**”) with respect to billing procedures and related activities under the Special Counsel Agreement (“**Agreement**”).

The City expects Special Counsel and any associated professionals working on City matters to comply with these Requirements. These Requirements supersede any previously provided Requirements, and may be amended by the City Attorney from time to time by provision of notice to Special Counsel.

1. Introduction

These Requirements apply to all Special Counsel retained by the City to provide legal services in connection with litigation and/or transactional matters. Special Counsel shall become familiar with and adhere to these Requirements before and when providing legal services.

The City expects Special Counsel to provide high-quality legal services at reasonable cost, to maintain transparency in billing, and to be mindful of the responsibility to conserve public resources without compromising the quality of services provided.

2. Supervising Attorney (when Special Counsel is not acting as Conflicts Counsel) and Budget Submission

For all non-conflict matters referred to Special Counsel, the City Attorney’s designee (“**Supervising Attorney**”) will supervise and work with Special Counsel. The Supervising Attorney will be directly responsible to the City Attorney for all of Special Counsel’s activities, billings, and payments.

Special Counsel shall contact the Supervising Attorney for any approvals required by these Requirements. Special Counsel should consult frequently with the Supervising Attorney regarding matters Special Counsel is handling so that the City maintains current information about the status of all matters and can provide meaningful input on case strategy and expenditures. As appropriate, and/or requested, Special Counsel will schedule periodic meetings and conference calls with the Supervising Attorney to discuss developments and strategy.

3. Budget Submission

Special Counsel shall provide the City Attorney or her designee (“**City Attorney**”) with a budget for all litigation and transactional matters expected to exceed \$5,000 in legal fees and costs and as requested by the City Attorney. Before providing any legal services, the City Attorney must approve any budget submitted. A separate budget should be submitted for each required matter in

a form and as directed by the City Attorney. The budget shall include a good faith estimate of the cost of the services, including an identification of each of the various tasks Special Counsel expects to perform, the projected of attorney time and paralegal time needed to complete each task per each timekeeper, and the fees and costs anticipated to be associated with each task. If, during the course of the representation, it appears that Special Counsel may exceed a proposed budget by 10% or more, Special Counsel shall promptly notify the City Attorney, provide a written explanation for the anticipated variance from the budget, obtain the written approval of the City Attorney for any such variance, and submit an updated budget to the City Attorney. At a minimum, Special Counsel should update the budget for each case on a quarterly basis and shall provide a revised budget to the City Attorney on the following schedule for any matters budgeted in excess of \$25,000: January 2, April 1, July 1, and October 1.

Special Counsel shall abide by the budget approved by the City Attorney for each of the matters it is assigned. In no circumstance shall Special Counsel exceed the Maximum Contract Amount, as defined in the Agreement. The Supervising Attorney is not authorized to approve budgets that individually, or in aggregate, exceed the Maximum Contract Amount, as defined in the Agreement.

Special Counsel should use its professional judgment in deciding whether to obtain the prior approval of the Supervising Attorney for a litigation event or transactional decision, where such approval is not specifically required by these Requirements or the Colorado Rules of Professional Conduct. Litigation events that are specified in a plan of litigation or a budget that was previously submitted to and approved by the Supervising Attorney will ordinarily not need to be re-submitted for approval.

All bills submitted by Special Counsel will be reviewed by and are subject to the approval of the City Attorney.

4. Staffing Philosophy

- a.*** For non-conflict matters Special Counsel and the City Attorney shall agree upon a primary attorney for Special Counsel, for all assigned matters (the “**Primary Attorney**”). The Primary Attorney shall oversee any matter being handled for the City, including the billing and payments. Special Counsel may not substitute a different Primary Attorney without the Supervising Attorney’s prior approval in writing.
- b.*** Special Counsel shall submit a staffing profile that identifies the partners, associates, paralegals, and other staff who will bill time to each matter. Special Counsel shall minimize staffing changes. Changes and additions to staff are subject to the prior approval of the Supervising Attorney. The City reserves the right to request, and to object to, representation by specific attorneys within Special Counsel’s firm.

Excess staffing and staffing with overqualified or underqualified personnel assigned to City matters is not permitted and may result in a reduction of Special Counsel's fees.

- c. Special Counsel shall select, for each task, an individual suitable for the task and the specific needs of the matter. Each such individual must have appropriate experience in the area in which he or she is performing services and hold all necessary licenses and admissions.
- d. Special Counsel shall not:
 - (i) Assign unnecessary or duplicative staff to matters.
 - (ii) Charge for any services that duplicate the effort of other assigned staff.
 - (iii) Charge for time of newly assigned attorneys, after a change in personnel, spent to become familiar with the matter, or time spent duplicating work performed by an attorney previously assigned to a matter.
- e. For non-conflict matters the selection and retention of expert witnesses, appraisers, consultants, investigators, and other third-party professionals shall be coordinated with and approved by the City Attorney in advance writing. Special Counsel shall provide information regarding the consultant's or expert's area of expertise, description of the services to be provided, hourly rates, and estimates for the services to be provided. Special Counsel shall itemize charges for any such services on its invoices.

5. Billing

- a. Special Counsel shall submit invoices for legal fees and costs on a monthly basis consistent with these Requirements no later than the 15th of each calendar month. All invoices must be submitted consistent with Outside Counsel/Professional Services Invoice Review, attached as **Appendix 1** or as otherwise directed by the City Attorney in writing, and the Invoice Cover Sheet, attached as **Appendix 2**. Invoices shall describe all fees for legal services performed from the prior calendar month. The City reserves the right not to pay for anytime entries billed that do not strictly adhere with the Requirements.
- b. Special Counsel shall send a separate invoice for each matter.
- c. Special Counsel shall submit supporting documentation for all allowed reimbursable expenses greater than \$100.
- d. Unless Special Counsel is otherwise instructed by the City, Special Counsel's invoices shall be addressed and submitted to: CAOAdminbilling@denvergov.org

6. Charges for Services

- a. **Time Charges.** All charges for Special Counsel's legal services must be recorded daily in 0.1 hour increments based upon actual time spent. Time billed in excess of 0.1 hour

must be documented by rounding up or down to the nearest higher or lower increment.

The overall time billed should not exceed the actual time spent. Any tasks performed but not charged should be billed through a zero hour entry.

- b. *Single Entry Timekeeping/Block Billing.*** Each task should be billed in a separate line entry. Grouping multiple activities under a single time charge (block billing) is not allowed. Each item of work shall be associated with a discrete charge.
- c. *Description of Services.*** Each time entry shall include a clear description of the services rendered, including the nature of the task, the purpose and the subject of the task performed, the individual who performed the task, and the amount of time that was spent on a task. The City reserves the right to seek clarification from Special Counsel if it determines an invoice to be vague or unclear and may reduce the amount of time billed for a specific task at its own discretion.
- d. *Intra-Office Conferences.*** Intra-office conferences may be billed when such conferences are held to discuss strategy, case management, and legal issues and result in more efficient legal representation for the City. Special Counsel shall ensure that intra-office conferences are kept to a minimum, that time billed for intra-office conferences accurately reflects time spent on the matter, and that only mandatory staff bill time for such conferences. Charges for intra-office conferences shall describe the reason for the conference and the subject matter of the discussion. Excessive intra-office conferences or staffing may result in a reduction of Special Counsel's fees.
- e. *Multiple Attendance.*** The City will pay for only one attorney to attend meetings, depositions, hearings, court conferences, and trials, unless otherwise approved in advance and in writing by the City Attorney.
- f. *Legal Research.*** The City will only pay for legal research reasonably necessary to complete an assignment. Special Counsel shall consult within its own firm and with the City Attorney prior to conducting extensive legal research to determine whether similar issues have been previously researched by the firm or by the City, particularly with respect to issues such as qualified immunity and standard contract terms utilized by the City that are frequently encountered by the City. Special Counsel is required to use prior research when possible, and in such situations, may charge the City only for updating prior research. Special Counsel shall not initiate research before it is needed unless the Supervising Attorney expressly approves the research in advance.
- g. *Reviewing Files.*** The City will not pay for the review of a file by an attorney who is merely supervising the work of another employee of the firm. Similarly, Special

Counsel shall not bill the City for file review if an event does not precipitate such review (such as a telephone call or receipt of correspondence) or if the file review does not result in the creation of any tangible work product. Any invoice that includes a time entry for “file review” shall include the purpose of the review or that item will not be considered for payment by the City.

- h. Non-Compensable Fees.* Activities that are clerical or administrative in nature—such as opening and closing files, processing invoices, and running conflict of interest checks—are non-compensable and should not be billed by the Special Counsel.
- i. Travel Time:* Special Counsel may bill for limited travel time. The City will reimburse Special Counsel for non-local travel at Special Counsel’s standard contractual hourly rate when approved in advance and in writing by the City Attorney. Special Counsel may not bill for otherwise productive travel time that is not spent on City business (e.g., flight time that is not spent working on a City matter undertaken pursuant to this Agreement). The City will not reimburse travel time for local travel, defined as 100 miles or less from Special Counsel’s office (“**Local Travel**”). Fees for unjustified or excessive travel time may be written down at the Supervising Attorney’s discretion.

7. Reimbursable Expenses

Any expenses or costs greater than \$100 that have not been pre-approved in the case budget must be approved in writing by the City Attorney prior to being incurred. Fees and expenses incurred in excess of the approved budget will not be reimbursed. Pre-approved actual, reasonable, and necessary out-of-pocket expenses will be reimbursed at cost without mark-up. All expenses shall be documented, and copies of receipts shall be provided to the Supervising Attorney with Special Counsel’s invoice. Some examples of expenses which may qualify for reimbursement are:

- a. Messenger Services and overnight or other expedited delivery services.* The City does not expect all documents to be hand-delivered or sent by an overnight or express delivery service, but such services may be used when appropriate under the circumstances.
- b. Photocopying.* Photocopying is reimbursable if performed for Special Counsel by an outside photocopying vendor. In such instances, reimbursement will be made at the lower of Special Counsel’s actual cost or an amount not to exceed 10 cents per page for routine copies. Whenever Special Counsel seeks reimbursement for copying or Bates labeling by an outside photocopying vendor, Special Counsel shall provide the City with a copy of the photocopying vendor’s invoice, which shall state the number of pages of each type copied and the cost per page for each of these services. In-house

copying costs are not reimbursable.

- c. Lodging and Meals.* Lodging and meals are reimbursable only in connection with approved non-local travel, and will be reimbursed at rates no greater than the lesser of the actual cost (without markup) or the maximum amount set forth in the Meals and Incidental Expense Breakdown of the Federal Travel Regulation in effect on the date the expense was incurred, published at:

www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

The City will not reimburse for meals in connection with Local Travel. City Attorney may, if provided sufficient justification, make exceptions to the requirements described in this subpart *c*. Any approval for deviation from the City's standard requirements must be approved in advance writing by the Supervising Attorney specifying all non-compliant lodging and meal costs in detail and reasons therefore.

- d. Certain Travel Expenses.* Special Counsel shall bill air travel at no higher than the economy or coach fare. Special Counsel shall use its best efforts to make airline reservations in advance so as to take advantage of lower air fares. While on non-local travel, Special Counsel may bill the City for reasonable mileage or for the cost of a mid-sized, non-luxury rental car when necessary and when the cost of a rental car is less than other forms of ground transportation. Special Counsel may seek reimbursement for taxi fares when on non-local travel, but any requests for reimbursement for taxi fares will be closely scrutinized for necessity and reasonableness. For local travel, the City Attorney may, if provided sufficient justification, make exceptions to the requirements described in this subpart *d* for mileage reimbursements. Any approved mileage reimbursement exceptions for local travel must be approved in advance writing by the City Attorney specifying the reasons therefore. If Special Counsel's travel is both for the City and for another client or other activities, Special Counsel may bill the City only for the City's pro rata share of travel expenses.

8. Non-Reimbursable Expenses.

Routine administrative expenses are part of Special Counsel's overhead, and are included in Special Counsel's hourly rate structure. Such costs will not be reimbursed by the City. Examples of overhead expenses that the City will not reimburse include:

- a.* Telephone calls, mobile phone charges, utilities, in-house photocopies, postage, secretarial and word processing services, and overtime.

- b.* Expenses related to Local Travel, including mileage, parking, or car services.
- c.* The cost of computerized legal research services, including, but not limited to: Lexis and Westlaw.

APPENDIX 1

APPENDIX 1. OUTSIDE COUNSEL/PROFESSIONAL SERVICES INVOICE REVIEW

(TO BE COMPLETED BY OUTSIDE COUNSEL/PROFESSIONAL SERVICES PROVIDER AND ATTACHED TO ALL BILLINGS)

Name of Firm: _____

Billing Attorney or Party: _____ For Services Rendered In (Month): _____

Date Invoice Sent: (1) _____

City Attorney's Office Supervising Attorney/Manager: _____

Matter: _____ Invoice No.: _____

Contract No.: _____ Contract Expiration Date: _____

___ 1. CONTRACT BILLING STATUS

BILLINGS	FEES	DISBURSEMENTS/EXPENSES	TOTAL
Contract Cap Amt.			
Invoice Amts. to Date:			
Current Invoice Amt.			
Balance Remaining:			

___ 2. AFFECT OF CURRENT INVOICE ON CONTRACT CAP:

Within 15% of Contract Cap? YES NO

___ 3. Please provide the anticipated billings (for services) for each of the next **two months**.

Amounts: \$ _____ and \$ _____

___ 4. Have there been any developments that call for review of the project work plan or indicate the need to amend the contract cap amount? YES NO

___ 5. Have there been any changes in hourly rates or disbursement charge rates since the last invoice?

YES NO

___ 6. Did you submit documentation for all items greater than \$100?

YES NO N/A

Signature of Firm's Billing Attorney/Party:

Date:

Section below to be completed by CAO Supervising Attorney/Manager

Date Form Reviewed	\$ _____	OK to Pay	Signature
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(1) Please provide explanation if invoice is sent after 15th of month following services.

(2) Please explain.

APPENDIX 2

APPENDIX 2. Invoice Cover Sheet

(Company/Firm Letterhead)

INVOICE COVER SHEET

(Invoice Date)

City & County of Denver
City Attorney's Office
CAOAdminBilling@denvergov.org

(Invoice Number)

RE: (Contract Number)

MATTER: (Case Name and Case Number)

or
(brief description of transactional matter)

STATEMENT

FOR LEGAL SERVICES RENDERED DURING THE PERIOD:

(Date(s) of Service Including Year)

Total (Month): \$ (Amount Including Costs)

Hours: (Number of Hours) @ (Hourly Rate) = (Total Amount)

Hours: (Number of Hours) @ (Hourly Rate) = (Total Amount)

Costs: \$ (Amount)

Firm: (Vendor)

(Signature)
Responsible Attorney: (Type Name Here)

