

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **SGR LLC**, a Colorado limited liability company, whose address is 3900 East Mexico Avenue, Suite 700, Denver, Colorado 80210 (“Special Counsel”), collectively “the Parties.”

RECITALS:

A. The Parties entered into an Agreement dated March 22, 2019, an Amendatory Agreement dated May 18, 2022, a Second Amendatory Agreement dated May 3, 2024, and a Third Amendatory Agreement dated May 21, 2025, to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and update the maximum contract amount.

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

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The term of the Agreement is from March 1, 2019, until December 31, 2027 (“Term”). Subject to the City Attorney’s prior written authorization, Special Counsel shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Attorney.”

2. Section **4.a.** of the Agreement entitled “**PAYMENT OF FEES**” is hereby deleted and replaced with:

“**4.a.** The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,300,000.00)**, 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.”

3. Section 4.b. of the Agreement entitled “**PAYMENT OF FEES: Fees**” is hereby deleted and replaced with:

“**4.b. Fees:** Special Counsel shall be paid at the following rates:

\$235/hour for Eric Ziporin, Partner and Manager

\$220/hour for other partners

\$185/hour for associates

\$110/hour for paralegals

Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved by the City Attorney, or her designee. In no case shall the hourly rates billed for additional attorneys and paralegals exceed **ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,300,000.00)**. Nothing in this Agreement is intended to prevent the Parties from executing an amendment adjusting Special Counsel’s hourly billing rates.”

4. Section 4.d.(1) of the Agreement entitled “**PAYMENT OF FEES: Maximum Contract Amount**” is hereby deleted and replaced with:

“**4.d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, including any exhibits or appendices, the City’s maximum payment obligation is **ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,300,000.00)**, (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.”

5. **Exhibits A, A-2, and A-3** are hereby deleted in its entirety and replaced with **Exhibit A-4, Scope of Work/Fee Schedule**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, A-2, and A-3** are changed to **Exhibit A-4**.

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

7. This Fourth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

EXHIBITS

Exhibit A-4- Scope of Work/Fee Schedule

**[SIGNATURE PAGES TO FOLLOW]
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Contract Control Number: ATTNY-202582515-01 / 202366544
Contractor Name: SGR LLC

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-202582515-01 / 202366544
SGR LLC

By:  _____
C2C1D8878DC74A7...

Name: Eric Ziporin
(please print)

Title: Co-Managing Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1

SGR

Scope of Work and Fee Schedule

Scope of Work:

Professional legal services as legal counsel to the City for conflicts and overflow litigation, and other legal matters and services, as necessary and directed by the City Attorney. Legal services include representation of Denver and/or its employees in lawsuits filed in Colorado state and federal courts.

Fee Schedule:

\$235/hour for Eric Ziporin

\$220/hour for Partners

\$185/hour for Associates

\$110/hour for Paralegals