

## REVIVAL AND SECOND AMENDATORY SPECIAL COUNSEL AGREEMENT

This **REVIVAL AND SECOND AMENDATORY SPECIAL COUNSEL AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “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”.

**WHEREAS**, The Parties entered into an Agreement executed on March 22, 2019, and an Amendatory Agreement executed on May 18, 2022 (the “Agreement”) to perform, and complete all the services and produce all the deliverables set forth in the Agreement, to the City’s satisfaction.

**WHEREAS**, The Parties wish to revive and amend the Agreement as set forth below.

**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 February 28, 2025 (“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 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“8. **EXAMINATION OF RECORDS AND AUDITS**:

a. 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.”

**b.** 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.”

**3.** Subsection **12.a** of the Agreement entitled **“DEFENSE AND INDEMNIFICATION”** is hereby deleted and replaced with the following:

**“12.a** Special Counsel hereby 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 relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Special Counsel or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.”

Subsections **12.b-12.e** will remain the same.

4. Section **22** of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted and replaced with the following:

“**22. RESCINDED.**”

5. Section **25** of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, 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. Special Counsel shall insert the foregoing provision in all subcontracts.”

6. The following is added as section **38**:

“**38. 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.”

12. Effective upon execution, all references to “**Exhibit A**” in the existing Agreement shall be amended to read “**Exhibit A and A-2**” as applicable. The Scope of Work marked as **Exhibit A-2** is attached hereto and incorporated herein by this reference.

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

14. This Revival and Second 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.

**Attached Exhibits:**

**Exhibit A-2** Scope of Work and Fee Schedule

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** ATTNY-201947991-02, ATTNY-202472908-02  
**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-201947991-02, ATTNY-202472908-02  
SGR LLC

By: DocuSigned by:  
*Eric Ziporin*  
C2C1D8678DC74A7...\_\_\_\_\_

Name: Eric ziporin  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

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

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

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

## **Exhibit A-2**

### **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 and Jonathan Abramson

\$220/hour for Partners

\$185/hour for Associates

\$110/hour for Paralegals