

AMENDATORY AGREEMENT

THIS SPECIAL COUNSEL AMENDATORY AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **KAPLAN KIRSCH LLP**, a Colorado limited liability company partnership, with a principal place of business located at 1675 S. Broadway, #2300, Denver, Colorado 80202, (“Special Counsel”), collectively (“the Parties”).

WHEREAS, the Parties entered into an Agreement dated May 31, 2022 (the “Agreement”), to provide legal services in connection with litigation and/or transactional matters.

WHEREAS, in May 2024 Special Counsel changed their name from Kaplan Kirsch & Rockwell LLP to Kaplan Kirsch LLP.

WHEREAS, the Parties now wish to modify the Agreement to extend the Term and as further set forth below.

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

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1...” as applicable. **Exhibit A-1** the Scope of Work and Fee Schedule is attached and will control from and after the date of execution.

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

“**3. TERM:** The Agreement will commence on May 31, 2022 and will expire on April 30, 2026 (the “Term”). The Agreement may be extended by City providing written notice of extension, prior to expiration of the then-current term, for one (1) extension term of one (1) year.”

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

“**22. INTENTIONALLY OMMITTED.**”

4. A new section 40, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby added to the Agreement to read as follows:

“**40. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Special Counsel’s provision of Services hereunder, the Special Counsel shall comply with, and agrees to be bound by, all rules,

regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Special Counsel expressly acknowledges that the Special Counsel is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Special Counsel, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

6. This Special Counsel 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: ATTNY-202262940-01, ATTNY-202476754-01
Contractor Name: Kaplan Kirsch 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-202262940-01, ATTNY-202476754-01
Kaplan Kirsch LLP

By: Signed by:
Stephen H. Kaplan
360634308E2B498..._____

Name: Stephen H. Kaplan
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

Scope of Work and Fee Schedule

PROFESSIONAL SERVICES TO BE PERFORMED:

Counsel shall serve as special legal counsel for the City for matters including but not limited to project procurement strategies, Performance-Based Infrastructure and other project delivery methods, National Western Center assets, Gas to Energy, and such other matters as directed by the City Attorney or her designee.

FEE SCHEDULE

ATTORNEY

DISCOUNTED RATES

Partners

Current-\$473

Effective June 1, 2025-\$485

Associates

Current-\$357

Effective June 1, 2025-\$366

Law Clerks / Paralegals

Current-\$168

Effective June 1, 2025-\$172

¹ Fee Schedule resulting from 2019 RFP response which included right to request annual rate increases not to exceed 2.5% following completion of the first year of engagement.