

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (“Second Amendment”) is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **KAPLAN KIRSCH ROCKWELL, LLP**, a Colorado Limited Liability Partnership (“**Special Counsel**”).

WITNESSETH:

WHEREAS, the parties entered into an Agreement dated June 26, 2018, and a First Amendatory Agreement dated February 10, 2019, for professional legal services for the City and County of Denver Department of Aviation (the “**Existing Agreement**”); and

WHEREAS, the parties desire to amend the Existing Agreement as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Section 4. a. of the Existing Agreement, entitled “**PAYMENT OF FEES AND EXPENSES**” is hereby amended and restated to read as follows:

“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 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.”

2. Section 4. d. 1. of the Existing Agreement, entitled “**Maximum Contract Amount,**” is hereby amended and restated to read as follows:

“4. **PAYMENT OF FEES AND EXPENSES:**

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **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. Any services performed beyond those in Exhibit A are performed at Special Counsel’s risk and without authorization under the Agreement.”

3. Section 5 of the Existing Agreement, entitled “**STATEMENT OF SERVICES RENDERED**” is hereby amended and restated to read as follows:

“5. STATEMENT OF SERVICES RENDERED: The Special Counsel shall submit to the City a monthly invoice 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 his designated representative. Each such invoice shall contain at least the following information: the date and nature of the services rendered, the name and position of the provider of such service, the amount of time, in hours and tenths or fractions of hours, attributable to each such service, 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. 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** 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, with a copy to DEN-Legal-AP@flydenver.com.”

3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here and are hereby ratified and reaffirmed.

4. This Second Amendment to Agreement shall not become effective or binding on the City until it is approved by the City Council if so required by the City’s Charter, and it is fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: ATTNY-201951843-02/Alfresco 201841072-02
Contractor Name: KAPLAN KIRSCH & ROCKWELL 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-201951843-02/Alfresco 201841072-02
KAPLAN KIRSCH & ROCKWELL LLP

By: DocuSigned by:

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Name: Stephen Kaplan
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)