

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into as of the date stated on the signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **KAPLAN KIRSCH LLP**, a Colorado limited liability partnership (“**Special Counsel**”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the City and Special Counsel entered into a written Agreement (Contract No. 202476162-00) with an effective date of October 1, 2024 (“**Existing Agreement**”), wherein Special Counsel agreed to provide professional legal services for the City’s Department of Aviation; 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 parties hereto agree as follows:

1. Section 3 of the Existing Agreement, titled “Term” is hereby amended to read as follows:

“3. TERM:

The Agreement will commence on October 1, 2024, and will expire on September 30, 2029 (the “**Term**”).”

2. Section 4.a. of the Existing Agreement, titled “Payment of Fees and Expenses” is hereby amended 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 **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)**, 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 B*.”

3. Section 4.d.1. of the Existing Agreement, titled “Maximum Contract Amount” is hereby amended to read as follows:

“d. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)** (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* (“**Scope of Work**”) are performed at Special Counsel’s risk and without authorization under the Agreement.”

4. Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
5. This First Amendment to Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number: ATTNY-202683781-01
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-202683781-01
KAPLAN KIRSCH LLP

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

Name: Stephen Kaplan
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)