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# SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT** ("**Second Amendment**"), 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**."

**W I T N E S S E T H:**

**WHEREAS**, the City and Special Counsel entered into a written Special Counsel Agreement (Contract No. 202476162-00) which was effective October 1, 2024, as amended by First Amendment to Agreement executed April 29, 2026 (Contract No. 202683781-01) (collectively, the "**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 agree as follows:

1. Section 4.a. of the Existing Agreement, titled "Payment of Fees and Expenses" is hereby amended to read as follows:

"**4. <u>PAYMENT OF FEES AND EXPENSES</u>:**

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **One Million Dollars and Zero Cents** (**$1,000,000.00**), 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***."

2. Section 4.e.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 **One Million Dollars and Zero Cents** (**$1,000,000.00**) (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 Second Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.

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5. This Second Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

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**Contract Control Number:** ATTNY-202685009-02 [Legacy #202476162]
**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:**

Attorney for the City and County of Denver

By: _____

**REGISTERED AND COUNTERSIGNED:**

By: _____

By: _____

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**Contract Control Number:** ATTNY-202685009-02 [Legacy #202476162]
**Contractor Name:** KAPLAN KIRSCH LLP

By: Signed by: _____
360634308E2B498...

Name: Stephen Kaplan
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)