

FIRST AMENDMENT TO SUNRAIL ATTORNEY SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 20th day of February, 2025, between **KAPLAN KIRSCH LLP**, whose address is 1675 Broadway, Suite 2300, Denver, Colorado 80202, hereinafter referred to as “Counsel”, and **CENTRAL FLORIDA COMMUTER RAIL COMMISSION**, a legal entity and public body and unit of local government, hereinafter referred to as the “Commission” (individually, a “Party,” and collectively, “Parties”).

WITNESSETH:

WHEREAS, Counsel and Commission entered into the above-referenced Agreement on February 20th, 2025, for Counsel to provide certain legal services to the Commission, as outlined in the Agreement; and



WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement, allow for multiple attorneys to collaborate on tasks assigned by the Commission, and provide for rate increases in accordance with the Consumer Price Index, as further set forth in this First Amendment, and to enable the Parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 14 (“Modifications, Amendments, or Alterations”) of the Agreement provides that any modifications, amendments, or alterations to the terms and conditions are effective upon a written document executed with the same formality and of equal dignity as the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the Parties agree to amend the Agreement as follows:

1. Section 1 (“Term”) of the Agreement is amended to read as follows:

Section 1. Term. This Agreement shall take effect on the date of its execution by the

Commission (“Effective Date”) and shall remain in effect until September 30, 2027 (“Term”).

At the sole discretion of the Commission, the Term may be extended for an additional two (2) successive periods not to exceed one (1) year each. The Commission may extend the Term of this Agreement through an amendment in accordance with Section 14, Modifications, Amendments, or Alterations.

2. The “Special Conditions” section of Exhibit A (“Scope of Work”) of the Agreement is deleted and replaced with the new “Special Conditions” section as follows:

Special Conditions

Counsel must take proactive steps to ensure cost effectiveness in performing services under the Agreement or as assigned by the Commission. This requirement is particularly important when multiple attorneys are working on matters required under the Agreement or as assigned by the Commission.

3. Exhibit B (“Best and Final Offer”,  “Compensation Schedule”) is revised to include the following language:

Beginning on October 1, 2026, Counsel may reflect an adjustment on invoices of the partner and associate rates set forth in this Exhibit B no more than once per year based on Consumer Price Index (CPI-U) Series Title: All items in South urban, all urban consumers, not seasonally adjusted Series Id: CUUR0300SAO, CUUSO300SAO Area: South 12-Month Percent Change, 1982-1984=100 base reference, published for September by the U.S. Bureau of Labor Statistics. Any such annual adjustment shall not exceed three percent (3%) for partners and associates, respectively.

4. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment for the purposes stated above.

ATTEST:

KAPLAN KIRSCH, LLP

Witness

Print Name

Witness

Print Name

By: _____
Steven L. Osit, Partner,

Date: _____

CENTRAL FLORIDA COMMUTER
RAIL COMMISSION

Buddy Dyer, Chairman



Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Buddy Dyer as Chairman of the Central Florida Rail Commission who ☐ is personally known to me or ☐ has produced _____ as identification.

[SEAL]

Notary Public Signature

Print Name _____

My Commission Expires: _____