

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into as of the date stated on City’s signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, by and on behalf of its Department of Aviation (“**City**”), Party of the First Part, and **STREET SOURCE MARKETING AND COMMUNICATIONS LLC**, a limited liability company formed under laws of the State of Colorado (“**Consultant**”), Party of the Second Part (collectively “**Parties**”).

WITNESSETH:

WHEREAS, City owns, operates, and maintains Denver International Airport (“**DEN**”);
and

WHEREAS, the Parties hereto entered into an Agreement (Contract # 201208865), dated June 21, 2013, (hereafter referred to as “Original Agreement”) for professional detailed strategic marketing services at DEN; and

WHEREAS, the Original Agreement expires on May 31, 2016; and

WHEREAS, Consultant is currently working strategic marketing initiatives for City (“Existing Work”) that will require work past the expiration of the Original Agreement; and

WHEREAS, City believes a continuity of service is justified to allow Consultant to complete the Existing Work; and

WHEREAS, City believes interruption in Consultants’ Existing Work will result in harm to the development and promotion of DEN’s concession program; and

WHEREAS, Consultant has indicated it is qualified, ready, willing, and able to complete the Existing Work;

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree to amend the Original Agreement as follows:

1. Section 3, *COMPENSATION AND PAYMENT; MAXIMUM CONTRACT LIABILITY*, Paragraph (A), hereby is amended by deleting the paragraph entirely and substituting the following:

A. Notwithstanding any other provision of the Agreement, City’s maximum payment obligation will not exceed \$7,553,845 (the “Maximum Contract Amount”). City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.

2. Section 4, *TERM*, hereby is amended by deleting the provision entirely and substituting the following:

The term of this Agreement shall commence on June 1, 2013, and shall terminate on December 31, 2016, unless terminated earlier in accordance with this Agreement.

3. Except as amended herein, all provisions, terms and conditions of the Original Agreement, incorporated herein by reference, are hereby revived, ratified, and shall remain in full force and effect as if fully set forth herein.
4. This First Amendment shall not be or become effective or binding on City until approved by the Denver City Council, if required by the City's Charter, and fully executed by all signatories of the City and County of Denver. This First Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original signature page and further may be signed electronically by the Parties in the manner specified by City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201208865-01

Contractor Name: STREET SOURCE MARKETING
COMMUNICATIONS L

By: Ivan W. Burwell

Name: Ivan W. Burwell
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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:

By _____

By _____

By _____

