

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2013

COUNCIL BILL NO. CB13-0286
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed First Amendment to Agreement between the City and County of Denver and Sogeti USA, LLC concerning technology support at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed First Amendment to Agreement between the City and County of Denver and Sogeti USA, LLC (201102355) in the words and figures contained and set forth in that form of the Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2012-0376-A, is hereby approved.

COMMITTEE APPROVAL DATE: May 2, 2013

MAYOR-COUNCIL DATE: May 7, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Skip Gray, III, Assistant City Attorney DATE: May 9, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to §3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: May 9, 2013

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into as of the date set forth on the signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") for and on behalf of Its Department of Aviation, Party of the First Part, and **SOGETI USA LLC**, a limited liability company organized under the laws of Delaware and authorized to do business in the state of Colorado ("Consultant"), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated June 20, 2012, (the "Existing Agreement") for on-call professional technologies consultants to perform technical support services for its database infrastructure at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement to increase the Maximum Contract Liability thereof;

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

1. **Subparagraph D**, "Maximum Contract Liability" of Paragraph 4 (Compensation and Payment) of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and replacing it with the following:

4. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of One Million Seven Hundred Fifty Thousand Dollars and No Cents (\$1,750,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years

and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

2. Except as modified or amended by this First Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

3. This First Amendment to Agreement, which is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver, may be signed in two or more counterparts each of which shall be deemed as an original signature page to this Agreement. This Agreement may be signed electronically by either party in the manner specified by the City.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-201102355-01

Contractor Name: SOGETI USA LLC

By: Matthew Huber

Name: MATT HUBER
(please print)

Title: VP & GENERAL COUNSEL
(please print)

ATTEST: [if required] N/A

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201102355-01

Contractor Name: SOGETI USA LLC

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____

