

BY AUTHORITY

ORDINANCE NO. _____

COUNCIL BILL NO. CB13-0650

SERIES OF 2013

COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Second Amendment to Agreement between the City and County of Denver and RTL Networks Inc. related to on-call technology maintenance and support services at Denver International Airport.

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

Section 1. The proposed Second Amendment to Agreement between the City and County of Denver and RTL Networks Inc., in the words and figures contained and set forth in that form of 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. 2011-0261-B, is hereby approved.

COMMITTEE APPROVAL DATE: September 26, 2013

MAYOR-COUNCIL DATE: October 1, 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: Kevin Cain, Assistant City Attorney *Kevin Cain* DATE: October 3, 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: October 3, 2013

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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"), Party of the First Part, and **RTL Networks Inc.**, a corporation organized under the laws of Colorado and authorized to do business in the state of Colorado ("Consultant"), Party of the Second Part;

WHEREAS, the parties hereto entered into an Agreement dated March 23, 2011, and a First Amendment to Agreement on March 9, 2012 (collectively, the "Existing Agreement"), for on-call technology maintenance and support services at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement as set forth herein;

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

1. Paragraph 3, "Term," of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and substituting in its place the following:

"3. TERM: The term of this Agreement shall commence on March 23, 2011, and shall terminate on March 22, 2016, unless earlier terminated in accordance with the Agreement. Notwithstanding any other extension of term under this paragraph 3, the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement."

2. Subparagraph 4.D.i., "Compensation and Payment; Maximum Contract Liability" of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and substituting in its place 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 Eight Hundred Thousand Dollars and No Cents (\$800,000.00) (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.”

3. Except as modified or amended by this Second 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.

4. This Second Amendment to Agreement shall not be or become effective or binding on the City until it is approved by the City Council and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-CE15008-02

Contractor Name: RTL NETWORKS INC

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 _____



Contract Control Number: PLANE-CE15008-02

Contractor Name: RTL NETWORKS INC

By: 

Name: RICHARD L LEWIS
(please print)

Title: Pres / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

