

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. CB12-0187
COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Revival and Second Amendment to Agreement between the City and County of Denver and Passur Aerospace Inc. (f/k/a Megadata Corporation) related to maintenance and support services software related to landing fees at Denver International Airport.

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

Section 1. The proposed Revival and Second Amendment to Agreement between the City and County of Denver and Passur Aerospace Inc. (f/k/a Megadata Corporation) 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. 2007-0285-B, is hereby approved.

COMMITTEE APPROVAL DATE: March 16, 2012

MAYOR-COUNCIL DATE: March 20, 2012

PASSED BY THE COUNCIL: _____, 2012

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2012

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

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2012; _____, 2012

PREPARED BY: Kevin Cain, Assistant City Attorney *kinsca* DATE: March 22, 2012

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: March 22, 2012



REVIVAL AND SECOND AMENDMENT TO AGREEMENT

THIS REVIVAL AND SECOND AMENDMENT TO AGREEMENT (“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 **PASSUR AEROSPACE INC. (f/k/a MEGADATA CORPORATION)**, a New York Corporation (“Consultant”), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated March 27, 2007, and a First Amendment to Agreement dated November 9, 2010 (the “Existing Agreement”) for software licensing, maintenance and support services at Denver International Airport (the “Airport”); and

WHEREAS, the term of the Existing Agreement expires on December 31, 2011; and

WHEREAS, the parties now desire to revive and amend the Existing Agreement to extend the Term by the City for such services, and 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. Paragraph 7, “Maximum Contract Liability; Funding” of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and substituting in its place the following:

“7. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000.00).

B. Payment under this Agreement shall be paid from the City’s Airport System Operations and Maintenance Fund. The City has no obligation to make

payments from any other source or issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.”

2. Paragraph 8, “Term” of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety, and substituting in its place the following:

“8. TERM: The Term of this Agreement shall commence on January 1, 2007 and shall terminate on December 31, 2016 unless sooner terminated; however, in the Manager's sole and absolute discretion, the Agreement shall remain in full force and effect to permit completion of any project which was commenced prior to termination.”

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 of the City and County of Denver and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-CE73026-02

Vendor Name: PASSUR AEROSPACE 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-CE73026-02

Vendor Name: PASSUR AEROSPACE INC

By: Jeff Devaney

Name: Jeff Devaney
(please print)

Title: CFO 1/4/2012
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

