

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0390
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 KForce Inc. related to on-call professional IT consulting services 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 KForce 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. 2010-0997-A, is hereby approved.

COMMITTEE APPROVAL DATE: June 13, 2013

MAYOR-COUNCIL DATE: June 18, 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  DATE: June 20, 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: June 20, 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 (the "City") and **KFORCE INC.**, a Florida corporation, authorized to do business in the state of Colorado (the "Consultant"). Each party may individually be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated October 18, 2010 (the "Existing Agreement") for on-call professional IT consulting services at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement;

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 September 1, 2010, and shall terminate on August 31, 2015, 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. Paragraph 4, "Compensation and Payment," subparagraph D.i., "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 Five Million Six Hundred Thousand Dollars (\$5,600,000.00) (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. Paragraph 17, "DSBO GOALS," of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and substituting in its place the following:

"17. **DSBO GOALS**: The Consultant is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is *Not Applicable* (N/A%). Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded (N/A%), for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

4. 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.

5. This First 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-CE06005-01

Contractor Name: KFORCE 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-CE06005-01

Contractor Name: KFORCE INC

By: 

Name: WADE R SPARKS
(please print)

Title: MARKET VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

