

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB12-0966
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 Ascent Technology, Inc. related to software maintenance and 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 Ascent Technology, 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. 2009-0152-A, is hereby approved.

COMMITTEE APPROVAL DATE: January 17, 2013

MAYOR-COUNCIL DATE: January 22, 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: January 24, 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: January 24, 2013

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of the date indicated on the signature page below (the "Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **ASCENT TECHNOLOGY, INC.**, a Massachusetts corporation authorized to do business in the state of Colorado, (the "Consultant"), Party of the Second Part.

WITNESSETH

WHEREAS, the parties entered into a professional services agreement on March 3, 2009 for maintenance and support of Ascent software (the "Existing Agreement") at Denver International Airport; and

WHEREAS, the parties 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 in the Existing Agreement is hereby amended by deleting said Paragraph in its entirety and replacing it with the following:

"3. COMPENSATION: Subject to the maximum contract liability and all other provisions of the Agreement, the City agrees to pay to the Consultant, and the Consultant agrees that work performed shall be based upon the following: That City shall pay Consultant for maintenance and support services provided hereunder in accordance with the invoicing procedures set forth at Section 9, below, said payments to be made quarterly due in advance on or before the first day of the first month of each quarter beginning on January 1, 2009. Such payments shall be made upon Consultant providing satisfactory, timely and quality service to City."

2. Paragraph 6 in the Existing Agreement is hereby amended by deleting said Paragraph in its entirety and replacing it with the following:

"6. MAXIMUM CONTRACT LIABILITY: The Maximum Contract Liability shall not exceed \$635,232.00 subject to Section 7, Contract Funding, and Section 8, Term, below."

3. Paragraph 8 in the Existing Agreement is hereby amended by deleting said Paragraph in its entirety and replacing it with the following:

"8. TERM: It is mutually agreed that the term of this Agreement shall commence on January 1, 2009 and shall terminate on December 31, 2013.

4. The Existing Agreement is hereby amended by the addition of the following

Paragraph 32:

“32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. 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.

6. This First Amendment to Agreement shall not be or become effective or binding on the City until it is approved by City Council for the City and County of Denver, if required by law, and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-CE95011-01

Contractor Name: ASCENT TECHNOLOGY 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-CE95011-01

Contractor Name: ASCENT TECHNOLOGY INC

By: Karen A. Prendergast

Name: Karen A. Prendergast
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

