

BY AUTHORITY

ORDINANCE NO.
SERIES OF 2013

COUNCIL BILL NO. CB13-0436
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 Signature Technologies, Inc. concerning software support 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 Signature Technologies, Inc. (201206293) 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. 2012-0546-A, is hereby approved.

COMMITTEE APPROVAL DATE: July 4, 2013

MAYOR-COUNCIL DATE: July 9, 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: July 11, 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: July 11, 2013

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into as of the date set forth on the City's 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 **SIGNATURE TECHNOLOGIES, INC.**, a corporation organized under the laws of Ohio 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 July 24, 2012, (the "Existing Agreement") (201206293) to obtain continuing support for services for software for the Airport's Multiple User Flight/Baggage Information Display (MUFIDS/BIDS); and

WHEREAS, the parties now desire to increase the Maximum Contract Liability and exercise the option to add two years to the Term;

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

1. **"TERM"** of Paragraph 4 ("Term") of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and replacing it with the following

4. **TERM:** The term of this Agreement shall commence on the July 24, 2012 and shall terminate on July 31, 2015.

2. **"MAXIMUM CONTRACT LIABILITY"** of Paragraph 5 (Maximum Contract Liability) of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and replacing it with the following:

5. **MAXIMUM CONTRACT LIABILITY:**

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 Twenty-five Thousand Dollars and No Cents (\$1,025,000.00) unless this Agreement is amended to increase such amount.

- (i) 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.
- (ii) 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.

3. 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.

4. This First Amendment to Agreement 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. This First Amendment to Agreement, may be signed in two or more counterparts each of which shall be deemed as an original signature page to this Agreement and it may be signed electronically by either party in the manner specified by the City.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-201206293-01

Contractor Name: SIGNATURE TECHNOLOGIES, INC

By: David L. Michaels

Name: DAVID L. MICHAELS
(please print)

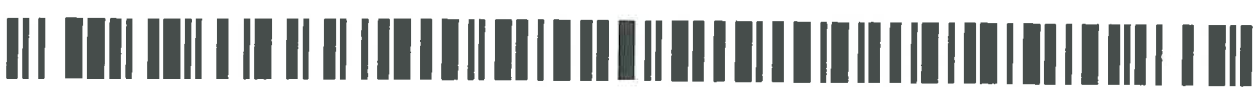
Title: CEO
(please print)

ATTEST: [if required]

By: Stephen D. Rohrig

Name: STEPHEN D. ROHRIG
(please print)

Title: VICE-PRESIDENT, OPERATIONS
(please print)



Contract Control Number: PLANE-201206293-01

Contractor Name: SIGNATURE TECHNOLOGIES, 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 _____

