

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT**, is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **BAGGAGE AIRLINE GUEST SERVICES, INC.**, a Florida Corporation, authorized to do business in the State of Colorado ("Bags" or "Consultant") (collectively, the "Parties").

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement for professional services (Contract No. 201629746) at Denver International Airport (DEN) effective on November 22, 2016 ("Existing Agreement"); and

**WHEREAS**, the Parties now desire to amend the Existing Agreement in order to extend the Term and increase the Maximum Contract Amount; and

**WHEREAS**, the City has adopted a new Minimum Wage Ordinance, which is designed to address the issue of wage equity and cost of living affordability in the City and County of Denver and requires payment of certain wages with respect to covered services of certain City contracts; and

**WHEREAS**, the Consultant is ready, willing and able to perform the Work, and performs covered services pursuant to the new Minimum Wage Ordinance;

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

1. Article III A, titled "**Term**", is hereby amended to read in its entirety as follows:

**A. Term.** The Term of this Agreement shall commence on November 22, 2016 ("Effective Date"), and shall terminate on July 31, 2020, unless sooner terminated in accordance with this Agreement ("Expiration Date") (collectively "Term"). Should for any reason the Term expire prior to the completion by Consultant, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.

2. Article IV A, titled "**Maximum Contract Liability**" is hereby partially amended to read as follows:

**A. Maximum Contract Liability.** Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment of services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Three Million Five Hundred Seventy Two Thousand and Six Dollars and Forty Eight Cents (\$3,572,006.48) ("Maximum Contract Liability"). Consultant will be performing the services on a time and material basis up to the Maximum Contract

Amount. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit B** and vary according to the experience and skill required.

All other parts of this Article IV A shall remain the same.

3. Article VII, titled "**STANDARD CITY PROVISIONS**" is hereby partially amended to include the City's Minimum Wage Ordinance requirement by adding the following section:

**K. Payment of City Minimum Wage.** Consultant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or other individual or entity acting subject to this Agreement to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

4. Exhibit B of the Existing Agreement, Schedule of Fees and Charges, is hereby replaced in its entirety with the Exhibit B attached hereto.

5. Except as provided herein, all provisions, terms and conditions of the Existing Agreement shall remain in full force and effect as if fully set forth herein.

6. This Amendment to the Existing Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**END OF AGREEMENT  
SIGNATURE PAGES AND EXHIBITS TO FOLLOW**

**Contract Control Number:**  
**Contractor Name:**

PLANE-201951925/Alfresco 201629746-01  
BAGGAGE AIRLINE GUEST SERVICES 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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-201951925/Alfresco 201629746-01  
BAGGAGE AIRLINE GUEST SERVICES INC

DocuSigned by:  
*Darren Barton*  
By: 24541DE0E3E742C...

Name: Darren Barton  
(please print)

Title: Sr. Vice President  
(please print)

ATTEST: [if required]

DocuSigned by:  
*Darren Barton*  
By: 24541DE0E3E742C...

Name: Darren Barton  
(please print)

Title: Sr. Vice President  
(please print)



## Exhibit B – DEN Rail Pricing w/Minimum Wage Increase

<b><u>Labor Costs</u></b>	<u>Monthly</u>	<u>Annual</u>
Ground Security Coordinator Wages	\$ 9,600	\$ 115,200
Agent/Greeter Wages	\$ 15,400	\$ 184,800
Driver Wages	\$ 13,300	\$ 159,600
Supervisor Wages	\$ 8,200	\$ 98,400
Account Manager	\$ 2,850	\$ 34,200
<b>Total Labor Costs</b>	<b>\$ 49,350</b>	<b>\$ 592,200</b>
<b><u>Operating Costs</u></b>	<u>Monthly</u>	<u>Annual</u>
2 Vehicles, Fuel & Maintenance	\$ 3,283	\$ 39,400
Seals , Bag Tags, Boarding Pass Stock	\$ 1,100	\$ 13,200
Small Claims / Shared Services	\$ 3,000	\$ 36,000
Technology - Tablets / Phone service	\$ 350	\$ 4,200
Insurance G/L	\$ 2,000	\$ 24,000
Management Fee	\$ 4,000	\$ 48,000
<b>Total Operating Costs</b>	<b>\$ 13,733</b>	<b>\$ 125,400</b>
<b>Airline Connection Usage Fee*</b>	<b>\$ 11,017</b>	<b>\$ 132,200</b>
	<u>Monthly</u>	<u>Annual</u>
<b>Total Costs (Not including Airline Connection Usage Fee)</b>	<b>\$ 74,100</b>	<b>\$ 849,800</b>

\* Airline Connection Usage Fee will be billed at \$2 per bag, based on actual usage.