FIRST AMENDMENT

THIS FIRST AMENDMENT TO STREET SOURCE MARKETING & COMMUNICATIONS ("**First Amendment**") is entered into as of the date indicated on the City's signature page below (the "**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **STREET SOURCE MAREKTING AND COMMUNICATIONS, L.L.C.**, a Colorado limited liability company ("**Contractor**" or "**Street Source**") (collectively the "**Parties**").

WHEREAS, the City and Street Source entered an Agreement for Professional Services (Contract No. 202263724-00) dated February 17, 2023 (the "**Original Agreement**"), for professional services through Street Source to launch DENPerks, a marketing campaign that rewards members for purchases made at DEN concession locations. The reward program incentivizes enrolled customers to spend more while passing through DEN and further grow non-aeronautical revenue.

WHEREAS, this First Amendment start date will continue to be the Effective Date as defined in the Original Agreement, Article 4 Term and Termination, Section A.

WHEREAS, this First Amendment will increase capacity to cover all pass-through costs and media required to serve current campaigns as well as continue to ramp up DENPerks membership and support additional concession marketing incentives through the remaining available term of the agreement; and

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

1. **ARTICLE 5. COMPENSATION AND PAYMENT, Section A Maximum Contract Amount** is hereby amended by deleting the existing **Section A** and replacing it with the following:

   "**A.   Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Fourteen Million Seven Hundred Thousand Dollars and No Cents ($14,700,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount."

2. **ARTICLE 6. MWBE, WAGES AND PROMPT PAYMENT, Section C City Minimum Wage** is hereby deleted and replaced with the following:

   "**C.   Compliance with Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1

through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any 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."

3. **ARTICLE 11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS, Section E. Examination of Records and Audits, Subsection i** is hereby deleted and replaced with the following:

"i.   Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276."

4. **ARTICLE 11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS SECTION I. No Employment without Authorization to Perform Work Under the Agreement** is hereby deleted in its entirety.

5. Except as modified by this First Amendment, all of the terms, provisions and conditions of the Original Agreement are and shall remain in full force and effect and are hereby ratified and reaffirmed.

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

[Signatures on Following Page]

Contract Control Number: PLANE-202474577-01 / LEGACY 202263724-00
Contractor Name: STREET SOURCE MARKETING COMMUNICATIONS, L.L.C.

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: PLANE-202474577-01 / LEGACY 202263724-00
Contractor Name: STREET SOURCE MARKETING COMMUNICATIONS, L.L.C.

By: ___Ivan Burwell___

DocuSigned by:

Ivan Burwell

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Name: ___Ivan Burwell___
(please print)

Title: ___CEO___
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)