

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **AVIATION SECURITY CONSULTING, INC.**, a Colorado corporation (“**Consultant**”) (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into a written Agreement, Contract No. 202263383-00 at Denver International Airport (“**DEN**”) with an Effective Date of June 14, 2023, (the “**Existing Agreement**”) wherein the Parties agreed Consultant will provide professional on-call electronic communications systems support services at DEN; and

WHEREAS, the Parties desire to amend the Existing Agreement by this First Amendment in order to extend the Term and increase the Maximum Contract Amount as hereinafter set forth; and

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

1. Section 4.A of the Existing Agreement, entitled “Term” is hereby deleted in its entirety and replaced with the following:

“**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on June 13, 2028, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).”

2. Section 5.A of the Existing Agreement, entitled “Maximum Contract Amount” is hereby deleted in its entirety and replaced 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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Thirteen Million Two Hundred Thousand Dollars and Zero Cents (\$13,200,000.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.”

3. Except as modified by this First Amendment, the Parties hereby ratify the Existing Agreement and agree that all of the terms and conditions of the Existing Agreement shall remain in full force and effect.

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

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202578722-01 / LEGACY-202263383-01
AVIATION SECURITY CONSULTING 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-202578722-01 / LEGACY-202263383-01
AVIATION SECURITY CONSULTING INC

By:

Signed by:

Lori Beckman

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Name:

Lori Beckman

(please print)

Title:

President

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)