

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **L3HARRIS TECHNOLOGIES, INC., formerly known as HARRIS CORPORATION**, a Delaware corporation authorized to do business in Colorado (“**Consultant**”).

WITNESSETH

WHEREAS, the parties entered into a written agreement dated December 23, 2016, Jaggaer number 201629366, which was amended by a First Amendment dated December 12, 2019, Jaggaer number 201952491 (collectively the “**Existing Agreement**”), under which the Consultant agreed to provide professional services related to the Denver International Airport (“**DEN**”) Noise Office; and

WHEREAS, the parties desire to amend the Existing Agreement as hereinafter provided;

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

1. Paragraph 4 of the Existing Agreement, entitled “Term,” is amended and restated as follows:

4. **TERM:** The term of this Agreement shall commence on January 1, 2017, and shall terminate on December 31, 2024, unless terminated earlier in accordance with this Agreement.

2. Paragraph 3 of the Existing Agreement, entitled “Compensation and Payment; Maximum Contract Liability,” is amended and restated as follows:

A. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Four Hundred Seventy Seven Thousand Six Hundred Eighty Four Dollars (\$1,477,684.00) (the “**Maximum Contract Liability**”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A, without an amendment executed by both Parties, is performed at Consultant’s risk and without authorization under the Agreement.

3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed.

4. This Second Amendment shall not be or become effective or binding on the City until approved by City Council and fully executed by all signatories of the City and County of Denver, and a fully executed Agreement has been delivered to Consultant.

[END OF AMENDMENT; SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202263851-[[This Amendment Number]]
Contractor Name: L3Harris 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:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number: PLANE-202263851-[[This Amendment Number]]
Contractor Name: L3Harris Technologies, Inc.

By:

DocuSigned by:

Kristin Uckert

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Name: kristin uckert
(please print)

Title: Contracts Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)