

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **ARTHUR J. GALLAGHER & CO. (ILLINOIS) f/k/a ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.** an Illinois corporation authorized to do business in the State of Colorado (the "Consultant"), Party of the Second Part;

WITNESSETH

WHEREAS, the parties entered into an Agreement dated November 14, 2016 ("Existing Agreement") in which the Consultant agreed to provide software professional consulting services to assist the Airport in obtaining one or more Rolling Owner-Controlled Insurance Policies ("R/OCIP"), and other work as requested and authorized by the Airport; and

WHEREAS, the parties desire to amend the Existing Agreement by amending the Term and Contract Maximum Liability provisions; and

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

1. Section 4 **MAXIMUM CONTRACT LIABILITY; FUNDING** is hereby amended by deleting Section 4 in its entirety and replacing it with the following:

"4. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Forty Two Million Five Hundred Thousand Dollars (\$42,500,000.00). The Maximum Contract Liability may only be increased by amendment to this Agreement.

B. Payment under this Agreement shall be paid from the Funds of the City's Airport System. City has no obligation to make payments from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above."

2. Section 5 **TERM** is hereby amended by deleting Section 5 in its entirety and replacing it with the following:

"5. TERM:

The Term of this Agreement shall commence on the Effective Date stated above, and shall terminate November 14, 2023 ("Term"), unless sooner terminated by the CEO.

The Term may only be increased by amendment to this Agreement, subject to the following exception: if the Term will expire prior to the completion by the Consultant of all Work previously authorized by the City and commenced by the Consultant, in the City's sole discretion this Agreement shall remain in full force and effect for an additional period of time sufficient to permit completion of any such Work. The Consultant shall accept such an extension so that the requirements of this Agreement can be fulfilled."

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

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

[END OF PAGE]

Contract Control Number: PLANE-202159206-01 / Alfresco 201628644-01
Contractor Name: Arthur J. Gallagher & Co. (Illinois) f/k/a Arthur J. Gallagher Risk Management 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: PLANE-202159206-01 / Alfresco 201628644-01
Contractor Name: Arthur J. Gallagher & Co. (Illinois) f/k/a Arthur J.
Gallagher Risk Management Services, Inc.

By:  3C559B04149E462...

Name: Jeff Kassal
(please print)

Title: Region Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)