

FIRST AMENDMENT
CITY OF CENTENNIAL
PROFESSIONAL SERVICES AGREEMENT
Independent Contractor

Project/Services Name: **Event Production and Management Services on an As- Ordered Basis**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Agreement Amendment”) is entered into by and between **TEAM PLAYER PRODUCTIONS, INC.**, whose business address is 1539 Platte St. Suite 206, Denver CO 80202 (the "Consultant") and the **CITY OF CENTENNIAL, COLORADO**, a home rule municipality of the State of Colorado (the “City”). The City and the Consultant may be collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City and Consultant entered into a Professional Services Agreement effective March 15, 2015, with an initial term expiring December 31, 2015, pursuant to which Consultant provides various production and event management services on an as-needed and as-ordered basis and to varying levels depending on the nature of a given event (“PSA”); and

WHEREAS, Section 1.3 of the PSA recites the authorized representative for each party and the City desires to change its authorized representative to Sheri Chadwick; and

WHEREAS, Section 4.1 of the PSA provides that the Agreement may be extended by the City on a year by year basis, for up to four (4) additional one year terms, in its sole discretion by issuing to Consultant a written notice of extension executed by the City Manager; and

WHEREAS, Section 2.1(B) of the PSA (which due to a typographical error appears on the Agreement as 2.0(B)) further provides that any extension shall incorporate the compensation limits set forth in the Agreement which limits compensation to no more than \$150,000.00 per year (“Annual Compensation Limit”); and

WHEREAS, the City extended the PSA for 2016 subject to the Annual Compensation Limit; and

WHEREAS, the Parties desire to amend the PSA to tie the Annual Compensation Limit to the amount budgeted annually for the Services for 2016 and any additional optional extension terms.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement Amendment, the Parties mutually agree as follows:

- 1.0 AMENDMENT OF SECTION 1.3.** Section 1.3 of the PSA shall be amended to state that the City’s Authorized Representative shall be Sheri Chadwick.

- 2.0 AMENDMENT OF SECTION 2.1(B).** Subsection B of Section 2.1 (2.0 on the Agreement but hereby corrected as subsection 2.1) of the PSA, entitled “Limits on Compensation,” shall be amended to read as follows in its entirety:

B. Limit on Compensation On a per Order for Services basis, total compensation for Services (exclusive of Reimbursable Expenses) shall not exceed 10% over the final quote approved in writing by the City Representative prior to the applicable event. Total compensation paid to Consultant under the Initial Term of this Agreement or in any calendar year during the term of any optional and exercised extension of this Agreement shall not exceed the amount budgeted and appropriated for the Services by the City Council in the relevant year. **The Consultant shall not provide any Services or Additional Services under this Agreement unless and until an authorized Order for Services has been executed by the City Manager.**

3.0 **NO FURTHER AMENDMENTS.** All other provisions, terms and conditions of the Agreement shall remain in effect for any one year extension term unless further amended.

CITY OF CENTENNIAL, COLORADO

Approval by City Council
 Not Required

By:

Cathy A. Noon, Mayor

Other Approval Authority

Approval by City Manager
 Not Required

By:

By:

Department Director/Division Manager

Elisha Thomas, Deputy City Manager
(Pursuant to authority set forth in City Council Ordinance 2010-O-06)

Purchasing Manager Approval

By:

Purchasing Manager

ATTEST:

APPROVED AS TO FORM (Excluding Exhibits)
 Not Required

City Clerk or Deputy City Clerk

For City Attorney's Office

FINANCE DEPARTMENT REVIEW:

Finance has reviewed this agreement and the funds:

- are appropriated and available for this agreement.*
- are not available for this agreement.*
- Other: _____*

By: _____

Budgeted Item/Account: _____

Department/Position Responsible for Administration of Contract: Communications

CONTRACTOR: TEAM PLAYER PRODUCTIONS, INC.

By: _____

Print Name: _____

Position/Title: _____
