**AMENDMENT NO. 1**

**TO**

# PROFESSIONAL SERVICE CONTRACT

 This Amendment No. 1 to Professional Service Contract (this “Amendment”) is entered into as of January 1, 2021 (the “Amendment Effective Date”), by and between Milwaukee County, a Wisconsin municipal body corporate (the “County”), represented by Milwaukee Mitchell International Airport (“MKE”) and Campbell-Hill Aviation Group, LLC (“Contractor”). Each of the County and Contractor also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

 **WHEREAS,** the County issued an RFP in fall 2020 in an effort to identify and select a contractor to perform certain air service development and related market research services; and

 **WHEREAS,** Contractor was the top-scoring vendor responding to the RFP and was therefore selected by the County, and

 **WHEREAS**, Contractor was not selected in time to be identified by name in MKE’s approved budget request for a multi-year contract for the services described in the RFP, and thus such approved budget could not act as approval of such multi-year contract with Contractor; and

 **WHEREAS,** the County and Contractor entered into that certain Professional Service Contract effective as of January 1, 2021 (the “Contract”) with a shorter term than specified in the RFP in order to ensure timely commencement of services and compliance with applicable contract approval requirements; and

 **WHEREAS,** the Parties now desire to amend the Contract as more particularly set forth herein to reflect the intent of the Parties as set forth in the RFP;

 **NOW, THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

1. DATES OF PERFORMANCE. Section 3 of the Contract is hereby deleted and the following is inserted in its place:

 “This Contract is effective January 1, 2021 and shall remain in effect until December 31, 2023 (the “Term”). The County shall have three (3) options to extend the Term for one (1) additional consecutive calendar year. Such options shall be exercised by written notice to Contractor at least fifteen (45) days prior to the current Term expiration date. The Contract shall not extend beyond December 31, 2026.”

1. COMPENSATION. Section 4 of the Contract is hereby deleted and the following is inserted in its place:

“Contractor shall be compensated for work performed on an hourly basis at the rates set forth in its proposal, Exhibit A. The total compensation for services performed under the Contract shall not exceed eight hundred fifty thousand dollars ($850,000) unless agreed to by the County in writing.”

1. INSURANCE. The requirement in Section 11 that Contractor maintain Wisconsin Workers’ Compensation and Employer’s Liability & Disease insurance coverage is hereby waived.
2. NOTICES. Contractor’s notice address, as set forth in Section 22 of the Contract, is hereby modified to read as follows:

Kevin P. Healy

President & CEO

Campbell-Hill Aviation Group, LLC

8609 Westwood Center Drive, Suite 110

Tysons Corner, VA 22314-7521

1. MISCELLANEOUS. Except as modified by this Amendment, the Contract remains in full force and effect. In the event of a conflict between the terms of the Contract and this Amendment, the Amendment shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Contract.

*Signature Page Follows*