

REVIVAL AND AMENDATORY AGREEMENT

This **REVIVAL AND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SUMMER SCHOLARS**, a Colorado nonprofit corporation, whose address is c/o Diana Romero Campbell, 3705 E. 40th Ave., Denver, Colorado 80205 (the “Contractor”), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated August 19, 2015, to perform the work required under the Agreement; and

WHEREAS, the Agreement expired by its terms on August 31, 2020; and

WHEREAS, the Parties desire to revive and reinstate all of the terms and conditions of the Agreement, and amend the Agreement to extend the Term solely in order to increase compensation to the Contractor and update the Contractor’s address.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. The Agreement is hereby revived and the Term extended as set forth herein.
2. Section 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“**2. TERM:** The term of the Agreement is from September 1, 2015, to November 30, 2020, unless terminated earlier as provided in this Agreement (“Term”).”
3. The first paragraph of Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended to read as follows:

“**3. COMPENSATION AND PAYMENT:** The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for its services rendered and costs incurred (including all "out-of-pocket" expenses) during the Term of this Agreement a sum not to exceed **Seven Hundred Forty-Four Thousand Nine Hundred Sixteen Dollars (\$744,916.00)**, of which no more than One Hundred Twenty-Five Thousand Five Hundred Dollars (\$125,500.00) shall be paid annually during the Term of this Agreement, unless otherwise authorized by the Director in advance and in writing. Payments shall be made to the Contractor, in accordance with the progress of the work as set out in **Exhibit A** and the budget specified in **Exhibit B**. Invoices submitted by the Contractor twice yearly must fully document services rendered and hours spent providing the specified services and must be approved by the Director in writing in order to be eligible for compensation under this Agreement.”

4. Section 18 of the Agreement, entitled “**NOTICES:**”, is amended to reflect that notices to the Contractor shall be delivered to:

Summer Scholars
c/o Diana Romero Campbell
3705 E. 40th Ave.
Denver, Colorado 80205

5. Except as herein amended, the Agreement is revived, affirmed, and ratified in each and every particular.

6. This Revival and Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: PARKS-201522227-01 / 202055529
Contractor Name: SUMMER SCHOLARS

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:

PARKS-201522227-01 / 202055529
SUMMER SCHOLARS

DocuSigned by:
Diana Romero Campbell
By: 1E8D17CEB84A40A...

Name: Diana Romero Campbell
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)