

## REVIVAL AND AMENDATORY AGREEMENT

**THIS REVIVAL AND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **SATELLITE SHELTERS, INC.**, a Wyoming corporation.

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement dated December 5, 2023 (the “Agreement”) to undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibits A, Scope of Work, to the City’s satisfaction; and

**WHEREAS**, the Agreement expired by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. Section 2 of the Agreement, entitled “**TERM:**”, is amended to read as follows:

“**2. TERM:** This Agreement will commence on November 1, 2023, and will expire on December 31, 2025 (the “Term”). The Term may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. A new section 47, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby being added to the Agreement to read as follows:

“**47. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding

the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

4. As herein amended, the Agreement is revived, affirmed and ratified in each and every particular.

5. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

GENRL-202476869-01 [GENRL-202370873-01]  
SATELLITE SHELTERS, 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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

GENRL-202476869-01 [GENRL-202370873-01]  
SATELLITE SHELTERS, INC.

By: 

DocuSigned by:

*Becky Zwart*

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Name:

Becky Zwart

(please print)

Title:

Director, Contracts

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)