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REVIVAL & FIRST AMENDATORY AGREEMENT

This **REVIVAL & FIRST AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and Sunny Side Up Solutions LLC, a Colorado limited liability company, with its principal place of business located at 386 Leoni St. New Smyrna Beach, FL 32168 (the "Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into an Agreement dated August 14, 2023, (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City's satisfaction.

B. The agreement terminated on its terms on August 14, 2026.

C. The Parties wish to revive and amend the Agreement to extend the term and increase the maximum contract amount, and update the scope of work and budget exhibits to reflect these changes and add paragraph.

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

1. Section 3 of the Agreement entitled "**TERM:**" is hereby deleted in its entirety and replaced with:

3. **TERM:** The term of the Agreement is from on August 14, 2023, and will expire at 11:59 pm on August 14, 2028 (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

2. Section 4 of the Agreement entitled "**COMPENSATION AND PAYMENT:**", subsection d. entitled "Maximum Contract Amount:", sub-subparagraph (1) is hereby deleted in its entirety and replaced with:

"**d.** Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's

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maximum payment obligation will not exceed SIX HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS ($650,000.00) (the "Maximum Contract Amount"), payment of which shall be limited as described in Exhibit B. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1**.**

4. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1 Budget**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit B are changed to Exhibit B-1.

5. Paragraph #34 is added as follows:

> COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Human Resources, ("Executive Director") or, the Executive Director's Designee. The Executive Director shall be authorized to sign any documents necessary to effectuate policy-related coverage necessary for implementation or administration of the intended insurance program, provided that such signature delegation may not expand or create a new liability for the City beyond the liabilities expressly contemplated herein.

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

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7. This Revival and First 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.

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Contract Control Number: CSAHR-202686062-01 / CSAHR-202369573-01
Contractor Name: SUNNY SIDE UP SOLUTIONS LLC

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: _____

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Contract Control Number: CSAHR-202686062-01 / CSAHR-202369573-01
Contractor Name: SUNNY SIDE UP SOLUTIONS LLC

By: DocuSigned by: Jennifer Castor F2B9F0D91FC5486...

Name: Jennifer Castor
(please print)

Title: Founder & Executive Producer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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EXHIBIT A-1

Scope of Work – Sunny Side Up Solutions LLC

Deliverables & Production Expectations

This Scope of Work covers the full range of recurring and ad-hoc video needs supporting OHR Marketing & Communications' internal communications, recruitment, and engagement strategies. Expectations include timely communication, agreed-upon timelines, broadcast-quality standards, accessibility compliance, and project coordination.

Footage Ownership & Archiving

All final edited videos and raw footage created under this Scope of Work will be owned by the City & County of Denver. Sunny Side Up Solutions LLC may retain archival backups unless otherwise requested.

Project Management & Communication

Projects will be scheduled based on OHR Marketing & Communications priorities. Regular communication will ensure clarity on timelines and deliverables. Scope adjustments will be mutually approved.

Invoicing Requirements

Vendor will provide monthly invoices listing hours worked and services provided.

Insurance & Compliance

Vendor will maintain all necessary insurance required by the City & County of Denver.

Scope of Work

The extended contract will encompass all aspects of video production in support of OHR Marketing & Communications, including:

- Planning, videography, lighting, and editing for current and future projects.
- On-location filming using professional/broadcast-quality cameras, lav microphones, and multi-point lighting.
- Drone videography and permitting as required.
- Music licensing and selections.
- Graphics creation and delivery via a cloud-based platform.
- Drafts shared through Vimeo for direct feedback.
- Final deliverables uploaded to OHR Teams folders in the appropriate file types (e.g., MP4, ProRes, WAV, etc.).
- Captioning files delivered with each project in multiple formats.
- Confirmation of all required permitting and insurance requirements.

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Exhibit B-1
Schedule of Fees and Costs

(OHR Marketing & Communications)

1. Annual limits for contractor (Contract Control #CSAHR-202369573-00):
    a. Year 1 - 8/2023-24: $100,000
    b. Year 2 – 8/2024-25: $150,000
    c. Year 3 – 8/2025-26: $150,000
        i. Totaling $400,000
2. Annual limits for contractor (Contract Control #CSAHR-202686062-01):
    a. Year 4 – 8/2026-27: $125,000
    b. Year 5 – 8/2027-28: $125,000
        i. Totaling $250,000
3. New maximum contract amount of $650,000.
4. Contractor will be paid monthly based on the term of the contract.
5. Invoices will be submitted 30 days prior to expected payment.
6. Contractor will provide an itemized bill to include number of hours spent on tasks and all aspects of production.