

## AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO ("DPS"), jointly "the Parties".

### RECITALS

- A. The City and DPS entered into an Intergovernmental Agreement dated August 31, 2015 (the "Agreement").
- B. The City and DPS wish to amend the Agreement to extend the Term and modify the compensation.

The parties hereby agree as follows:

1. Section 2 of the Agreement, entitled "TERM," is amended by deleting it and replacing it as follows:

"2. TERM: The term of the Agreement is from September 1, 2015 through June 30, 2018 ("Term")."

1. Section 6, subsection (a) of the Agreement, entitled "COMPENSATION; PURCHASE PRICE CREDIT" is amended by deleting it and replacing it as follows:

Compensation. Based on current volumes of trash and expected recycling participation, the parties expect the maximum amount to be paid to the City during the Term of the Agreement to be approximately **One Million Three Hundred Eighty Thousand Dollars (\$1,380,000)**. This estimation is provided solely for purposes of compliance with the parties' respective contracting procedures and does not affect the District's payment obligations under the Agreement. The City shall bill DPS for the Services in accordance with the rates set forth in Exhibit B. The Division shall submit monthly invoices to the District's Accounts Payable Department by the Fifteenth day of each month. Subject to subparagraph 6 (b), DPS shall pay the City by the due date specified in the invoice, which due date may not be less than 30 days from the invoice date. Late payments are subject to interest at a rate of one percent (1.0 %), which interest will commence to accrue on the 35th day after the due date and will continue to accrue at that rate until paid in full. If there is a dispute regarding the amount due, provided notice of the dispute is given in accordance with the terms of the Agreement, no interest may accrue on disputed portions of the outstanding amount owed; provided however that if DPS does not prevail on the dispute, interest will accrue back to the thirty-fifth (35th) day after the due date as

provided above. Undisputed amounts are, however, due on the due date and subject to interest if not timely.”

2. The Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

3. DPS assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Agreement. The person or persons signing and executing the Amendatory Agreement on behalf of DPS hereby warrants and guarantees that DPS has fully authorized he or she or them to execute the Amendatory Agreement on behalf of DPS and to validly and legally bind DPS to all terms, performances and provisions in the Agreement as amended by the Amendatory Agreement set forth herein.

4. Except as amended above, the Agreement is affirmed, and ratified in each and every particular.

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**Contract Control Number:** PWADM-201523003-01

**Contractor Name:** Denver Public Schools

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: PWADM-201523003-01

Contractor Name: Denver Public Schools

By: Trena A. Deane

Name: Trena A. Deane  
(please print)

Title: Executive Director Facility Management  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

