

AMENDATORY INTERGOVERNMENTAL AGREEMENT

This **AMENDATORY INTERGOVERNMENTAL AGREEMENT** is made between 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**, (that intergovernmental agreement, the “Agreement”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated November 6, 2018, (the “Agreement”) to provide trash and recycling Services.

B. The Parties wish to amend the Agreement to extend the term.

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

1. Section 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The term of the Agreement is from **July 1, 2018**, through **June 30, 2023** (“Term”).”

2. Section 6 of the Agreement entitled “**COMPENSATION; PURCHASE PRICE CREDIT**”:

(a) 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 **TWO MILLION, THREE HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY FOUR DOLLARS AND NO/CENTS (\$2,313,254.00)**. 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.

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

4. This Amendatory Intergovernmental 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: DOTI-202054704-01 [ALF-201843393-01]
Contractor Name: School District No. 1

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:

DOTI-202054704-01 [ALF-201843393-01]
School District No. 1

By:  _____

Name: Robert Perry
(please print)

Title: Senior Buyer, Facilities
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)