

- SAMPLE 'MULTI-USE' AMENDMENT -

AGREEMENT TO REINSTATE, AMEND AND EXTEND
the
**MEMORANDUM OF AGREEMENT FOR
PURCHASE OF SERVICES**

The parties to the above agreement, the City of Madison, Wisconsin, a municipal corporation, hereinafter referred to as the "City" and the Madison Center for Creative and Cultural Arts, hereinafter referred to as "MCCCA" or "Contractor," hereby agree to reinstate the Memorandum of Agreement for Purchase of Services (the "Agreement") executed by the City on (use the date of the Mayor's signature).

The purpose of reinstating this Agreement is so that it may be amended and extended to allow MCCCA additional time to complete its responsibilities described in the original Agreement, including Exhibits A, B and C attached thereto.

The parties hereby agree to the following:

A. To reinstate the Agreement and extend the expiration date of the Agreement to June 30, 2008, so that the Agreement shall be considered to have been in effect from the commencement date through June 30, 2008 under the same terms and conditions, except as will be amended in this document.

B. To amend **Exhibit B** to reflect the following changes to paragraphs 1, 2, 3, and 5 (shown in underline and strike-out):

1. The period of this contract begins July 1, 2007 and ends ~~December 31, 2007~~ June 30, 2008.
2. The Contractor agrees to submit monthly Financial Reports no later than the 15th of the month, beginning September 15, 2007 and ending ~~January 15, 2007~~ June 30, 2008, covering the preceding month using the financial reporting format attached to this Agreement.
3. The Contractor agrees to submit to the City a Final Report of all project revenue and expenses during the contract period, no later than ~~February 15, 2007~~ August 15, 2008, and to claim no reimbursement after that date for the contract period covered by this Agreement.
5. The Contractor agrees to submit one Service Report no later than ~~January 16, 2008~~, July 15, 2008, covering the preceding six-month period, using the service reporting format(s) attached to this Agreement.

C. The parties intend to amend any other portions of the original Agreement, including the exhibits/attachments, as needed to effect the revised due dates and contract expiration date described above.

D. All other terms and conditions not amended or extended herein shall remain in full force and effect.

(add signature block, same signatures as the original.)

sample Amendment -
sample language to amend /replace
Exhibits or attachments

section to allow the City of Madison to make unilateral and substantive changes in the description of basic services and responsibilities of each party under the Agreement.

Procedure: The City of Madison shall notify each current agency, in writing, using the Notice procedures under Section IX., when a new agency will be added. Such notification shall be sent prior to the new agency "going live" in the RMS system. The notification shall include the expected date that the new agency will go live, copies of revised Exhibits, Appendix I, and any other necessary revisions, and instructions for replacing the revised documents.

A new agency, prior to being added, shall agree to be bound by the terms of the existing Agreement (as amended herein, or in the future, and including any additions of other agencies), shall become a Party to the Agreement and shall indicate such agreement in writing by signature(s) of authorized official(s) of that municipality prior to any work or services being performed.

4. Tables 3, 4 and 5 of Exhibit B shall be replaced with the attached Revised Tables 3, 4 and 5 ("September 2006 Revisions"), and Appendix 1 is replaced with the Revised Appendix 1 (copies attached.)

5. All other provisions of the original Agreement shall remain unchanged and in full force and effect.

6. This Amendment may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Amendment #1 to be executed.

CITY OF MADISON, WISCONSIN
a municipal corporation

By: _____
David J. Cieslewicz, Mayor

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Dean Brassler, Comptroller, City of Madison

Date: _____

Michael P. May, City Attorney, City of Madison.

Date: _____

