

AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Government”) and **KEYS OF DENVER HOSPITALITY LLC**, a Kansas limited liability company (“Owner”).

WHEREAS, the parties entered into an Emergency Occupancy Agreement dated October 6, 2020 (City Clerk File No. 202055713-00) for the City to use Owner’s hotel facility to provide sheltering to members of the public on an expedited, emergency basis due to the COVID-19 pandemic (the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement by, amongst other things, extending the Term and increasing the contract funds in the amount of Six Hundred Seventy Thousand dollars (\$670,000.00);

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The first sentence of Article 1 of the Agreement entitled “**OCCUPANCY**” is deleted in its entirety and replaced with the following:

“1. OCCUPANCY:

“(a) Between October 25, 2020 – November 21, 2020, the parties acknowledge that the City contracted for an additional 59 Rooms for a total of 125 Rooms. The Rooms located on the 3rd floor of the hotel (66 Rooms) were occupied at a rate of \$65 per Room per night. The Rooms located on the 2nd floor of the hotel (59 Rooms) were occupied at a rate of \$60 per Room per night.

(b) Between November 22, 2020 – November 30, 2020, the parties acknowledge that the City contracted for an additional 20 Rooms for a total of 145 Rooms at the rate of \$60 per Room per night.

(c) For the remainder of the Term (defined below), the Owner shall make available and the City may occupy up to a maximum of one hundred forty-five (145) Rooms.”

2. Article 2 of the Agreement entitled “**TERM**” is deleted in its entirety and amended

to read as follows:

“**2. TERM:** The term of this Agreement shall begin on the Effective Date, and terminate at 11:59 P.M. on December 31, 2020 (“Term”), *provided, however,* the parties agree that the Term shall not extend beyond the duration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration and the City may terminate this Agreement at any time upon expiration of the Public Health Emergency or as otherwise stated herein. The parties shall have the option to extend this Agreement for one (1) additional one-month term (through January 31, 2021) by both parties executing a letter of extension. The letter of extension shall be executed by both parties no later than ten (10) days prior to the expiration of the then-current term. On behalf of the City, the City’s Director of Real Estate or the Director’s authorized designee shall have authority to execute letters of extension.”

2. Article 3 of the Agreement entitled “**FEES**” is deleted in its entirety and amended

to read as follows:

“Starting November 22, 2020, based on actual occupancy, the City shall pay to Owner an amount equal to SIXTY DOLLARS (\$60.00) per Room per night that is occupied during the Term, which amount shall be paid to Owner in arrears on the first day of each month (the “Monthly Fees”). Owner shall invoice the City monthly showing the number of Room(s) occupied and total Monthly Fee(s). Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ONE MILLION EIGHTY-FOUR THOUSAND FIFTY DOLLARS (\$1,084,050.00) (the “Maximum Contract Amount”).”

3. The first sentence of Article 4 of the Agreement entitled “**USE**” is deleted

in its entirety and amended to read as follows:

“As of October 25, 2020, the City’s use of the Rooms was transitioning to include emergency respite care due to the Public Health Emergency. As of November 22, 2020, the Property shall be used by the City for the purpose of emergency respite care during the Public Health Emergency and as a congregate shelter, as needed, by each invitee of the City. Each invitee of the City shall hereinafter be individually a “City Guest,” or “City Invitee,” and collectively the “City Invitees”) and the City shall use the Property in a careful, safe, and proper manner in accordance with all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes, regulations and requirements (including, without limitation, those pertaining to health, healthcare, safety or the environment) (collectively “Laws”).”

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

5. This Amendment 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202056773-01/FINAN-202055713-01
KEYS OF DENVER HOSPITALITY 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202056773-01/FINAN-202055713-01
KEYS OF DENVER HOSPITALITY LLC

By: (See attached)_____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

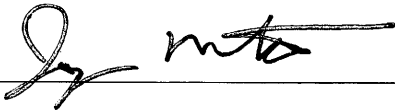
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202056773-01/FINAN-202055713-01
KEYS OF DENVER HOSPITALITY LLC

By: 

Name: Joseph Martel
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)