

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **BIRDSEED COLLECTIVE**, (the “User”), a Colorado nonprofit corporation, collectively the “Parties”.

### RECITALS:

**A.** The Parties entered into an agreement executed on or about August 16, 2018; and a First Amendatory Agreement executed on or about October 8, 2020 (collectively, the “Agreement”) for the performance of certain obligations set forth in that Agreement and the exhibits thereto; and

**B.** The Parties now wish to further modify the terms of the Agreement to respond to certain operational issues; and

**C.** Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to modify the term of the Agreement and to modify terms regarding compensation paid to the City.

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

1. Paragraph 2 of the Agreement entitled “**TERM**”, is amended to read as follows:

“The term of this Agreement shall begin upon execution of the Agreement and terminate on May 31, 2023 unless sooner terminated pursuant to the terms of this Agreement.”

2. Paragraph 3 of the Agreement entitled “**COMPENSATION**”, is amended to read as follows:

“(c) For the months January 2020 through April 2020, and then from April 1, 2021 through the end of the term, User shall pay to the City One Thousand Dollars (\$1,000.00) per month by no later than the 15<sup>th</sup> of each month. User shall have no obligation to pay compensation under this subsection (c) for the months May, June, July, August, September, October, November, December 2020, and January, February, and March 2021. The payment obligation shall be reinstated starting April 2021 and continue through the Term of this Agreement.”

3. Paragraph 7 of the Agreement entitled “**REPAIRS, MAINTENANCE and UTILITIES**” is amended to read as follows:

“(c) For the years 2018, 2019, 2020, and 2021, the City shall pay costs of gas, electric, water and sewer services not to exceed Twelve Thousand Dollars (\$12,000.00) per year. User shall be responsible for the combined costs of gas, electric, water and sewer services that exceed Twelve Thousand Dollars (\$12,000.00) each calendar year of the Use Agreement through December 31, 2021. Starting January 1, 2022 through the end of the Term, User shall be responsible for all costs of gas, electric, water and sewer services.”

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

5. This Second 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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**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** PARKS-201842732-02 / 202057080  
**Contractor Name:** BIRDSEED COLLECTIVE

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:

\_\_\_\_\_

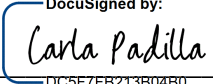
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By:

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**Contract Control Number:**  
**Contractor Name:**

PARKS-201842732-02 / 202057080  
BIRDSEED COLLECTIVE

By: DocuSigned by:  
  
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Name: Carla Padilla  
(please print)

Title: Associate Director  
(please print)

ATTEST: [if required]

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

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

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