

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY LICENSE AGREEMENT (the “Agreement”) is made between the **WESTERN STOCK SHOW ASSOCIATION**, hereinafter referred to as “WSSA”, and **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “City” or “Government”).

WHEREAS, the WSSA is the operator of that certain real property (the “Land”) and Hall of Education (the “Building”) located at 4655 Humboldt Street, Denver, CO (collectively, the “Property”); and

WHEREAS, the City and WSSA entered into a License Agreement dated April 16, 2020, amended by the Amendatory Agreement, to license the Property to the City from WSSA on an expedited, emergency basis for the duration necessary to address the public health needs due to the COVID-19 pandemic on and subject to the terms thereof; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term and increase funding.

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

1. Paragraph 3 of the Agreement entitled **CITY USE DATES** is amended to read as follows:

“3. **CITY USE DATES**: City’s use of the Premises shall begin at 8:00 am on Saturday, April 4, 2020 for the purpose of the Event and shall terminate at 5:00 pm on July 15, 2020 (the “Term”). The Term may be extended by mutual agreement. The City’s Executive Director of its Department of Housing Stability can agree to extend the Term for the City. Move-in period shall begin at 8:00 am on Saturday, April 4, 2020. Move-out, cleaning and disinfecting must be completed within one week of the conclusion of the Term.”

2. Paragraph 4 of the Agreement entitled **FEE TERMS, EXPENSES AND CHARGES** is amended to read as follows:

“4. **FEE TERMS, EXPENSES AND CHARGES**: City shall pay to WSSA the base license fee of \$2500.00 per week for the part of the Term through May 31, 2020 (the “Base License Fee”), plus the time spent after the Term for move-out, cleaning and disinfecting. City shall pay to WSSA the license fee of \$15,000.00 per week for the part of the Term from June 1, 2020 through July 15, 2020 (the “Modified Base License Fee”). The Base License Fee or Modified Base License Fee shall be prorated for partial weeks. City also shall pay WSSA the cumulative total of all expenses, fees and charges which may arise out of City’s use of the Premises consistent with Section 42 of the Agreement as

modified by the Amendatory Agreement and the budget in Exhibit A1, attached hereto and incorporated herein. The Parties may modify amounts in Exhibit A1 within and between the categories. However, notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00)** (the "Maximum Contract Amount")."

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

4. This 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:
Contractor Name:

FINAN-202054926-02
THE WESTERN STOCK SHOW ASSOCIATION

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-202054926-02
THE WESTERN STOCK SHOW ASSOCIATION

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202054926-02
THE WESTERN STOCK SHOW ASSOCIATION

By: Paul A. Andrews

Name: Paul Andrews
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A1

Budget

Exhibit A1 - NWC License Agreement, April through July 2020

April and May Costs

Description	Price Per Week	Weeks	Total
License Agreement Rental Fee	\$ 2,500	8	\$ 20,000
Utilities	\$ 25,000	8	\$ 200,000
Labor	\$ 20,000	8	\$ 160,000
Equipment	\$ 5,000	8	\$ 40,000
Contingency			\$ 30,000
Total			\$ 450,000

June and July Costs

Description	Price Per Week	Weeks	Total
License Agreement Rental Fee	\$ 15,000	6	\$ 90,000
Utilities	\$ 25,000	6	\$ 150,000
Labor	\$ 20,000	6	\$ 120,000
Equipment	\$ 5,000	6	\$ 30,000
Contingency			\$ 10,000
Total			\$ 400,000

Total April through July \$ 850,000

Notes:

- Vendor will monitor expenditures according to proposed budget with use of contingency budget to be approved by the Executive Director of Housing Stability or designee prior to utilization.
- Budget modifications across anticipated funding categories may be approved by Executive Director of Housing Stability or designee as long as the total expenditures does not exceed maximum contract amount.
- Budget includes projected expenses, invoices will be reimbursed based on actual amounts with appropriate documentation.