

## REVIVAL AND FIRST AMENDATORY LEASE AGREEMENT

**THIS REVIVAL AND FIRST AMENDATORY LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and the **COLORADO LEGAL SERVICES**, whose address is 1905 Sherman Street, Suite 400, Denver, Colorado 80203 (the “Lessee”). The City and Colorado Legal Services shall each be referred to as a “Party” and collectively as the “Parties.”

The City and the Lessee entered into a Lease Agreement dated **October 25, 2018**, whereby the City agreed to lease office space to Lessee as outlined in the Lease Agreement (the “Agreement”).

The Agreement expired by its terms on **October 31, 2018**, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. **Exhibit A** to the Lease Agreement is hereby deleted and replaced by the updated **Exhibit A-1** attached hereto and incorporated herein depicting the Leased Premises.

2. Section 1 of the Agreement, titled “**LEASED PREMISES**,” is amended by deleting and replacing it with the following:

“1. **LEASED PREMISES**:

a. Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the “Leased Premises”) located at Denver City and County Building, Room 179, as more particularly depicted on **Exhibit A-1**, attached hereto and incorporated herein, containing approximately 420 square feet. The City has the right to relocate Lessee anywhere in the building with ten (10) days’ prior written notice.

b. Lessee agrees to submit an annual report to the Division of Real Estate of its work, due within 60 days of the end of each calendar year. The report must demonstrate the Lessee’s continued public purpose and plans for the upcoming year.”

3. Section 2 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“2. **TERM**: The term of this Lease shall commence **July 21, 2018** and terminate on **October 31, 2023**, unless sooner terminated pursuant to the terms of this Lease (the “Term”).”

4. Section 3 of the Agreement, titled “**RENT**,” is amended by deleting and replacing it with the following:

“3. **RENT**: The Lessee shall pay to the City for the rent of the Leased Premises the total sum of **THREE DOLLARS AND ZERO CENTS (\$3.00)** for the initial Lease term. Starting November 1, 2020, the Lessee shall pay to the City for the rent of the Leased Premises at a rate of **FIFTY-THREE DOLLARS AND ZERO CENTS (\$53.00)** for the Lease term, the receipt and sufficiency of which is hereby acknowledged.

5. Section 23 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended by deleting and replacing it with the following:

“23. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Revival and Amendatory Agreement is not 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.

**End.**  
**Signature pages and Exhibits follow this page.**

**Exhibit List**  
**Exhibit A-1**

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

FINAN-202056476-01 / ALF-201843189-01  
COLORADO LEGAL SERVICES

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-202056476-01 / ALF-201843189-01  
COLORADO LEGAL SERVICES

By: Jonathan D. Asher

Name: Jonathan D. Asher  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: Edgar J. McCullough

Name: Edgar J. McCullough  
(please print)

Title: Controller  
(please print)

EXHIBIT A-1  
FINAN-202056476  
Colorado Legal Services-Amendatory

Room 179, approx. 420 square feet

