

AMENDATORY LEASE AGREEMENT

This **REVIVAL AMENDATORY LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or Lessee”), and **UNA MANO UNA ESPERANZA**, a Colorado Nonprofit Corporation, whose address is 3522 York St, Denver CO 80205 (“Lessee”).

WITNESSETH:

WHEREAS, The Parties entered into a Lease Agreement dated May 1, 2023 (the “Agreement”).

WHEREAS, The Parties wish to amend the Lease Agreement to amend the Leased Premises and to make such other amendments as are herein set forth.

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

1. Section 1 of the Agreement entitled “**TERM**”, is hereby amended to read as follows:
“**1. LEASED PREMISES**: 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 the Premises, attached hereto and incorporated herein. The depiction contained on **Exhibit A-2** may be modified upon the written authorization of the City’s Director of Real Estate (the “Director”) to correct minor, technical errors.
2. A new Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:
“**35. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee’s provision of Services hereunder, the Lessor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Lessee expressly acknowledges that the Lessor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

3. Section 22 of the Agreement entitled “**EXAMINATION OF RECORDS**”, is amended to read as follows:

“**22. EXAMINATION OR 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 Lessor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Lessor 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 Lessor to make disclosures in violation of state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276.”

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

5. This Amendatory Lease 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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Contract Control Number: FINAN-202474570-01 | 202366410-01
Contractor Name: UNA MANO UNA ESPERANZA

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-202474570-01 | 202366410-01
UNA MANO UNA ESPERANZA

By: DocuSigned by:
Rose Marie Vergil Garcia
AZ595088E6D1455...

Name: Rose Marie Vergil Garcia
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

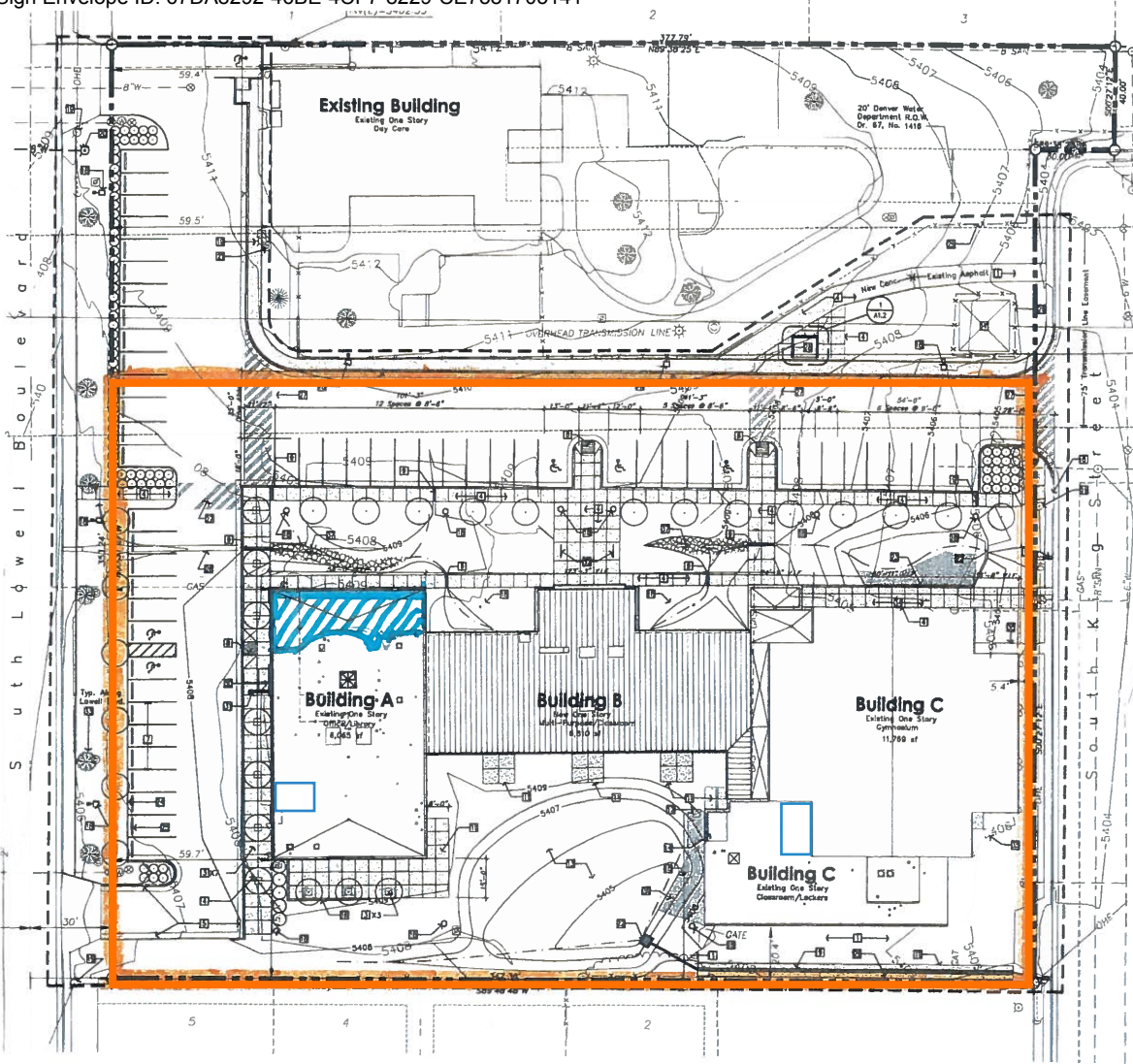


EXHIBIT A-2

Buildings A, B, & C



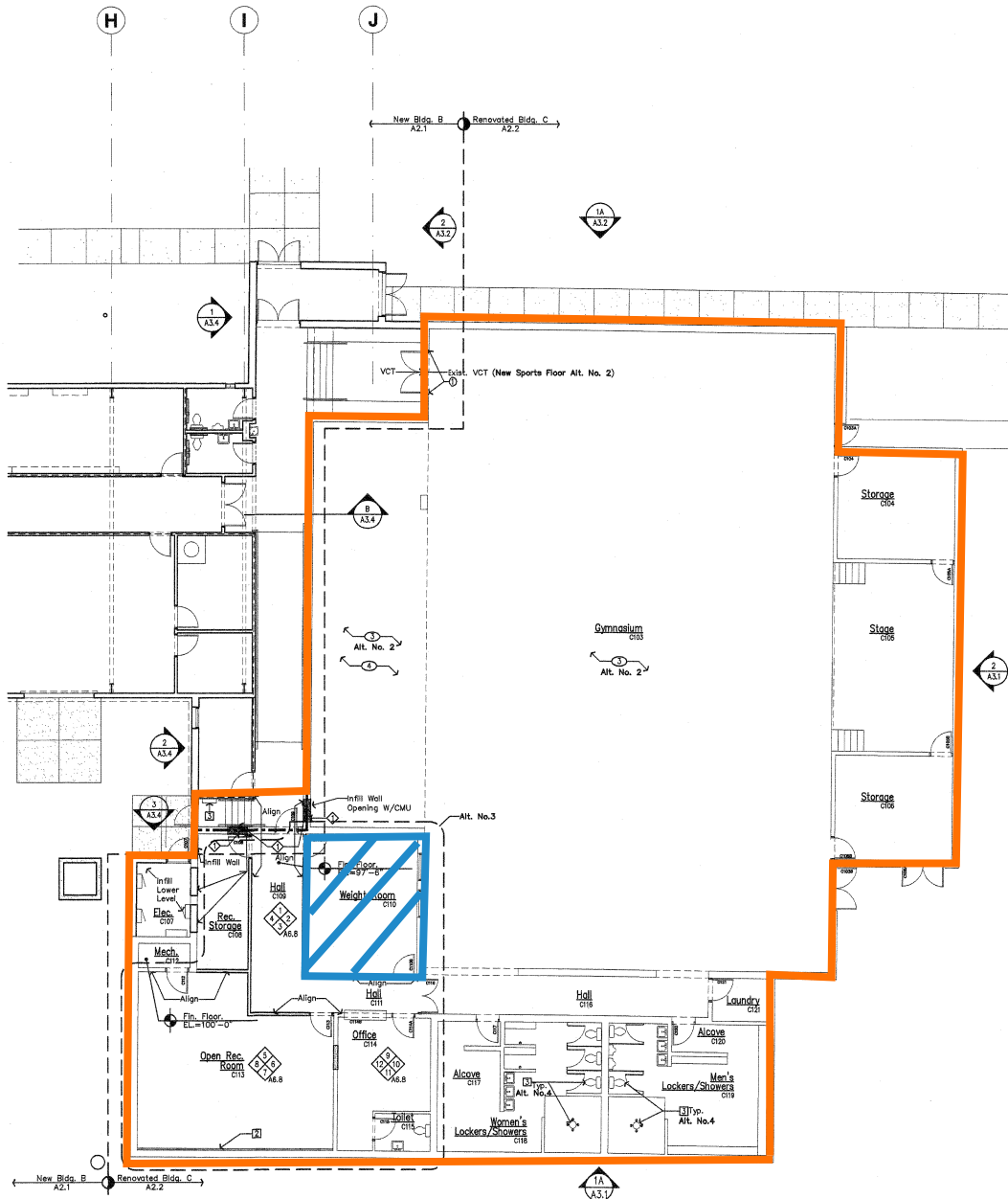
Excluded Premises



Premises



EXHIBIT A-2



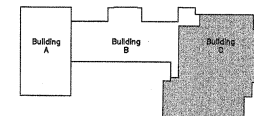
Building C



Excluded Premises



Premises



Key Plan
Not To Scale

Date: 11 August 2005
 Project Number: 0100B.03
 Designed By: KG
 Drawn By: WD
 Checked By: KG

Floor Plan - Building C

A2.2