

SECOND AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **SECOND AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“Second 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), as amended by that certain Amendment to Emergency Occupancy Agreement dated December 16, 2020 (City Clerk’s Filing No. 202056773-01), for the City to use Owner’s hotel facility to provide non-congregate 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 further amend the Agreement by, amongst other things, extending the Term and increasing the contract funds in the amount of One Million Four Hundred Five Thousand dollars (\$1,405,000.00);

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

1. 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 February 28, 2021 (“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 up to four (4) additional one-month terms (through June 30, 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:

"In consideration of Owner making available one hundred forty-five (145) Rooms available to the City, the shall pay to Owner an amount equal to SIXTY DOLLARS (\$60.00) per Room per night regardless of occupancy (i.e. EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00) per night), which amount shall be paid to Owner in arrears on the first (1st) and fifteenth (15th) day of each month (the "Bi-Monthly Fees"). Owner shall invoice the City bi-monthly showing the number of Room(s) and total Bi-Monthly Fee(s). Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed TWO MILLION FOUR HUNDRED EIGHT-NINE THOUSAND FIFTY DOLLARS (\$2,489,050.00) (the "Maximum Contract Amount")."

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

4. This Second 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-202157668-02 / FINAN-202055713-02 / FINAN-202056773-02
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-202157668-02 / FINAN-202055713-02 / FINAN-202056773-02
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-202157668-02 / FINAN-202055713-02 / FINAN-202056773-02
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)