

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COMMUNITY OUTREACH SERVICE CENTER, INC.**, a Colorado nonprofit, whose address is 2515 California Street, Denver, CO 80205 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS:

WHEREAS, the Parties entered into an Agreement on December 28, 2020 for the City to provide funding to the Contractor so that the Contractor can provide supportive housing services to 36 chronically homeless adults in at 3022 Welton Street, Denver, Colorado 80205; and

WHEREAS, the term of the Agreement was to commence on January 1, 2022, which was the anticipated start date for the supportive housing services to be provided to the residents at 3022 Welton Street, Denver, Colorado 80205; and

WHEREAS, the development timeline for the project at 3022 Welton Street, Denver, Colorado 80205 has been adjusted and the commencement of the Agreement must be modified.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“The Agreement will commence on January 1, 2023, and will expire, unless sooner terminated, on December 31, 2038 (the ‘Term’).”

2. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is amended to read as follows:

“20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

20.2. The Contractor certifies that:

20.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will

perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

20.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

20.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

20.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

20.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

20.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

3. Section 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is amended to read as follows:

“In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age,

sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

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Contract Control Number: HOST-202262656-01, HOST-202055119-01
Contractor Name: COMMUNITY OUTREACH SERVICE CENTER

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:

HOST-202262656-01, HOST-202055119-01
COMMUNITY OUTREACH SERVICE CENTER

By: Eddie M. Woolfolk

Name: Eddie M. Woolfolk
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)