

## FIRST AMENDATORY LEASE AGREEMENT

*Community Transition Services located at 1391 Delaware Street, Denver CO 80204*

**THIS FIRST AMENDATORY LEASE AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, (the "City" or Lessor") and **SECOND CHANCE CENTER, INC.**, a Colorado nonprofit corporation whose address is 224 Potomac St, Aurora, CO 80011 (the "Lessee"). The City and the Lessee may each be referred to as a "Party" and collectively as "the Parties".

### RECITALS:

**WHEREAS**, the City leased certain real property located at 1391 Delaware Street, Denver Colorado 80204 (the "Property") to the Lessee by a Lease Agreement dated **July 8, 2021** to provide to operate jail-to-community transition services pursuant to a certain operating Agreement (**ENVHL-202158589**) dated March 15, 2021, amended by the First Amendatory Agreement (202161526-01) dated March 2, 2022; a Second Amendatory Agreement (202265196-02) dated December 21, 2022.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations set forth herein, the Parties wish to amend the Agreement as follows:

1. **Article 2** of the Agreement, entitled "**TERM**," is hereby deleted in its entirety and replaced with:

"2. **TERM**: The term of this Lease shall begin on **January 1, 2024**, and terminate on **December 31, 2024**, unless sooner terminated pursuant to the terms of this Lease. This Lease is meant to accompany and facilitate a separate service agreement with the City. The term of the service agreement and this lease are the same, however, this Lease will terminate upon termination of the service agreement and could be prior to December 31, 2024."

2. **Article 3** of the Agreement, entitled "**RENT**," is hereby deleted in its entirety and replaced with:

"3. **RENT**: The Lessee shall pay to the City for the rent of the Leased Premises the sum of **TEN DOLLARS AND ZERO CENTS** per year (**\$10.00**), the receipt and sufficiency of which is hereby acknowledged."

3. **Article 18** of the Agreement, entitled "**PAYMENT OF CITY MINIMUM WAGE**" is hereby deleted in its entirety and replaced with:

"**18. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable, Lessee 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 Lessee is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessee, 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."

4. **Article 19** of this Agreement, entitled, "**NONDISCRIMINATION**" is hereby deleted and replaced in its entirety with:

**"19. NO DISCRIMINATION IN EMPLOYMENT:** In connection with Lessee's performance pursuant to this Lease, Lessee 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; and further agrees to insert the foregoing provision in all subcontracts hereunder for work on the Leased Premises."

5. **Article 24** of this Agreement, entitled, "**EXAMINATION OF RECORDS**" is hereby deleted and replaced in its entirety with:

**"24. EXAMINATION OF RECORDS:** 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 Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Agreement. Lessee 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 Lease 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

7. This First 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.

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SIGNATURE PAGES FOLLOW THIS PAGE**

**Contract Control Number:** FINAN-202472819-01/202158306-01  
**Contractor Name:** Second Chance Center, Inc.

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-202472819-01/202158306-01  
Second Chance Center, Inc.

By:  \_\_\_\_\_  
A3A71C04FD354D7...

Name: khalil Halim  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)