

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **WORK OPTIONS FOR WOMEN**, a nonprofit corporation authorized to do business in the State of Colorado, with offices located at 1200 Federal Boulevard, Denver, Colorado 80204 (the "Concessionaire").

RECITALS:

A. The City leases from the Denver Public Facilities Leasing Trust 2005A certain real property and leasehold improvements located in the southeast corner of Federal Boulevard and West Holden Place in Denver, Colorado (the "Property") pursuant to a Lease Purchase Agreement No. 2005A (Human Services Center Properties) dated August 9, 2005 (the "DPFLT Master Lease").

B. The City granted certain concession rights to the Concessionaire under a Concession Agreement dated December 28, 2006, as amended by an Amendatory Agreement dated June 29, 2010, to conduct cafeteria operations on the Property (together, the "Concession Agreement").

C. The parties now desire to amend the Concession Agreement to extend its term for an additional six (6) months.

Now, therefore, the parties agree as follows:

1. Paragraph 2 of the Agreement, entitled "**TERM**", is amended by deleting and replacing it with the following:

" **2. TERM:** The term of this Concession Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall expire on the June 30, 2015 (the "Expiration Date"), unless sooner terminated pursuant to the terms of this Concession Agreement.

If, however, the Master Lease is terminated for any reason prior to the expiration or sooner termination of this Concession Agreement, then the term of this Concession Agreement shall terminate as of the date of termination of the Master Lease. The City agrees it will use its best efforts to provide notice to the Concessionaire of any such termination."

2. In accordance with Paragraph 50 of the Agreement, this Second Amendatory Agreement is made with the full knowledge and consent of Lessor under the Master Lease. This Second Amendatory Agreement shall not be effective until the Lessor under the Master Lease

has provided the parties with its written consent to the terms and conditions of the Concession Agreement, as further amended by this Second Amendatory Agreement, by signing Attachment 1 to this Second Amendatory Agreement.

3. Paragraph 54, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended by deleting and replacing it with the following:

“54. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. 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”).

b. The Concessionaire certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Concessionaire also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Concessionaire that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Concessionaire 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.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Concessionaire will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

d. The Concessionaire is liable for any violations as provided in the Certification Ordinance. If Concessionaire violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Concessionaire shall be liable for actual and consequential damages to the City. Any such 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 Concessionaire from submitting bids or proposals for future contracts with the City.”

4. The DPFLT Master Lease allows subleasing of portions of the Human Services Center Properties to charitable organizations that are Internal Revenue Code Section 501(c) (3) organizations. The Concessionaire hereby affirms that its 501(c)(3) status has not been revoked, rescinded or adversely amended and that, as of the date of execution of this Second Amendatory Agreement which is written on the City signature page below, it meets certain other obligations under the Concession Agreement concerning the Concessionaire’s tax exempt status and Concession rights under the Concession Agreement, as amended herein. Concessionaire represents that Exhibit D and Attachment 1 to Exhibit D, as attached to the Amendatory Agreement dated June 29, 2010, remains accurate and correct as of the date of execution of this Second Amendatory Agreement as set forth on the City’s signature page below.

5. Article 55 of the Agreement, entitled “**ELECTRONIC SIGNATURES**”, is added to the Agreement reading as follows:

“**55. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Concessionaire consents to the use of electronic signatures by the City. The Second Amendatory Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a

document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

7. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

END

**SIGNATURE PAGES AND ATTACHMENT 1
FOLLOW THIS PAGE**

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-RC55006-02

Contractor Name: Work Options for Women

By: Catherine J. Henry

Name: CATHERINE J. HENRY
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



ATTACHMENT 1 to SECOND AMENDATORY AGREEMENT

City Alfresco No. RC55006-02

**ACKNOWLEDGED AND CONSENTED TO:
DENVER PUBLIC FACILITIES LEASING TRUST 2005A**

By: *Callum A. Carwin*

Title: *VICE PRESIDENT*

LESSOR UNDER MASTER LEASE