

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a quasi-municipal corporation of the State of Colorado (“Lessee”) (collectively “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated June 27, 2014, as amended by that certain Amendment to Lease Agreement dated October 16, 2019 (the “Lease”) whereby the City leased to Lessee a building commonly known as the Neighborhood House located at 1265 Mariposa Street in the City and County of Denver, Colorado; and

WHEREAS, the Parties wish to extend the Term for an additional five (5) years.

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

1. **Capitalized Terms**: Capitalized terms herein shall have the same meaning as is ascribed to such terms in the Lease, unless otherwise defined herein.

2. **Term**: Section 2(A) of the Lease, entitled “Term”, is amended to provide that the Term of the Lease is extended to include August 1, 2024 through July 31, 2029 (“**Extended Term**”).

3. **Rent**: Section 3(A.) of the Lease, entitled “Rent”, is amended to provide that Lessee shall pay to the City the annual rent for the Extended Term of ten dollars (\$10.00), for a full amount of fifty dollars (\$50.00) which shall be delivered to Division of Real Estate within ten (10) days following the effective date of this Second Amendment. The total amount of Rent during the entire Term of the Lease is sixty dollars (\$60.00).

4. No Discrimination: Section 18 of the Lease, entitled “NO DISCRIMINATION” is deleted in its entirety and replaced with the following:

“18. **NONDISCRIMINATION**: In connection with the performance of work under the Lease, the 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. The Lessee shall insert the foregoing provision in all contracts.”

5. Examination of Records: Section 22 of the Lease, entitled “EXAMINATION OF RECORDS” is deleted in its entirety and replaced with the following:

“22. **EXAMINATION OF 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 Lessee’s performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. 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 Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, 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. Compliance with Denver Wage Laws: After Section 37 of the Lease, a new Section 38, entitled “COMPLIANCE WITH DENVER WAGE LAWS” is added to the Lease to read as follows:

“38. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

7. **Ratification**: Except as herein amended, the Lease is affirmed and ratified in each and every particular.

8. **Effective Date**: 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 PAGE(S) FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202473985-02| 201951191-02| 201416419-02
Housing Authority of the City and County of Denver

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:

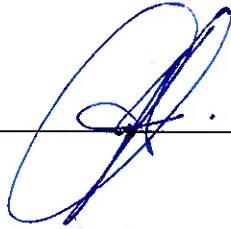
By:

By:

Contract Control Number:
Contractor Name:

FINAN-202473985-02| 201951191-02| 201416419-02
Housing Authority of the City and County of Denver

By: _____



Name: JOAQUIN LIMTRON VEGA
(please print)

Title: CHIEF EXECUTIVE OFFICER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)