

FIRST AMENDATORY LEASE AGREEMENT

Family Crisis Center located at 2929 West 10th Avenue, 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 **MENTAL HEALTH CENTER OF DENVER**, a not-for-profit corporation whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (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 and improvements located on the first and the third floors consisting of 26,486 square feet of the building commonly known as Family Crisis Center located on the Human Services Campus located at 2929 West 10th Avenue, Denver, Colorado 80204 (the “Property”) to the Lessee by a Lease Agreement dated **March 10, 2021** (City Clerk File No. 11-1005) to provide certain triage services and transitional shelter services at the Property pursuant to a certain Agreement (ENVHL-202056133) dated December 1, 2020, amended by the First Amendatory Agreement (ENVHL-202263121-01) dated July 26, 2022; a Second Amendatory Agreement (ENVHL-202265541-02) dated January 19, 2023; and a Third Amendatory Agreement (ENVHL-202367589-03) dated January 25, 2024.

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 December 1, 2020, or the Effective Date (defined below), whichever is later, and shall terminate on December 31, 2028 (the “**Term**”), unless earlier terminated pursuant to the terms herein; *provided, however*, in the event the Service Contract expires or is terminated before the end of the Term hereunder, then this Lease shall also expire or terminate, as applicable, it being the intent of the Parties that this Lease and the Service Contract shall be coterminous. Upon the expiration or termination of the Service Contract, then this Lease shall also terminate thirty (30) days after such date the Service Contract expires or terminates, at which point Lessee shall vacate and surrender the Leased Premises pursuant to Section 10 below.”

2. **Article 7** of the Agreement, entitled “**MAINTENANCE AND OPERATIONS COSTS AND CHARGES**,” is amended by adding the following to end of the existing contents of Article 7:

“7. **MAINTENANCE AND OPERATIONS COSTS AND CHARGES**:

“g. Within ninety (90) days after the end of the prior year of the Term, the City shall submit a statement to Lessee showing the actual operating expenses for such prior year as allocated to the Leased Premises based on the

Percentage Share. If for Lessee’s estimated monthly payments exceed the amount of actual operating expenses for such year, then the City shall give Lessee a credit in the amount of overpayment toward Lessee’s future payments of operating expenses. If Lessee’s estimated monthly payments are less than the actual operating expenses, then Lessee shall pay the total amount of deficiency to the City within thirty (30) days after notice from the City with any late payments accruing interest in accordance with Section 7(a) above. The City’s and Lessee’s obligations with respect to any overpayment or under payment of operating expenses shall survive the expiration or termination of this Lease.

h. For the Lease Term beginning January 1, 2024, through December 31, 2028; Lessee shall pay to the City a fixed amount for Lessee’s Percentage Share of operating expenses and non-major maintenance and repair costs as defined in this Article. Lessee shall remit the monthly operating expenses and maintenance costs payments payment to the City on the first day of each month of the Term as set forth in the schedule below:

Term	Monthly	Yearly
01/01/2024 - 12/31/2024	\$12,878.53	\$154,542.34
01/01/2025 - 12/31/2025	\$13,393.67	\$160,724.03
01/01/2026 - 12/31/2026	\$13,929.42	\$167,152.99
01/01/2027 - 12/31/2027	\$14,486.59	\$173,839.11
01/01/2028 - 12/31/2028	\$15,066.06	\$180,792.67

Lessee shall remit such monthly operating expenses and maintenance costs payments to the City at the following address:

Attn: Financial Services Denver Human Services
 1200 Federal Boulevard
 Denver, Colorado 80204

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

6. 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-202474320-01 | 202057191-01
Contractor Name: MENTAL HEALTH CENTER 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-202474320-01 | 202057191-01
MENTAL HEALTH CENTER OF DENVER

DocuSigned by:
Carl Clark, MD
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By: _____

Name: Carl Clark, MD
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)