

## **SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT**

THIS SECOND AMENDMENT to the MEMORANDUM OF AGREEMENT (this “Second Amendment”) is made effective as of this \_\_\_\_ day of December, 2019 by and between City of Brighton, Colorado, a Colorado home rule municipality (“City”) and the Housing Authority of the City of Brighton, a body both corporate and politic (the “Authority” or “BHA”) created and existing under the Housing Authorities Law, pursuant to C.R.S. 29-4-201 *et seq.* (“Housing Authorities Law”). The City and the Authority may be collectively referred to herein as the Parties.

WHEREAS, the Parties have entered into a Memorandum of Agreement effective January 1, 2013, as amended by a First Amendment to extend the term one year (the “Agreement”) that expires December 31, 2019 and desire to extend the Agreement for an additional one-year term.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment: Section 7.1 of the Agreement “Term” is hereby replaced and substituted with the following:

*7.1 Term. The original term of this Agreement shall be for the 2013 calendar year, terminating on December 31, 2013, provided that it shall automatically renew annually thereafter for seven additional one-year terms, unless a shorter Term is caused by termination as provided below.*

2. Reaffirmation of Agreement. Except as amended hereby, the terms and provisions of the Agreement, which are incorporated herein by this reference, are hereby reaffirmed and shall remain in full force and effect and shall be binding upon the parties hereto and any failure of the parties to uphold the Agreement shall be subject to termination as provided in the Agreement.

3. Defined Terms. Unless otherwise provided herein, the terms used in this Second Amendment with initial capital letters shall have the same meanings as set forth in the Agreement.

4. Validity; No Continuing Waiver. If any provision of this Second Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Second Amendment shall not be affected hereby. The waiver of either party of any breach of this Second Amendment shall not operate or be construed to be a waiver of any subsequent breach.

5. Binding Effect. When entered into by the parties hereto, this Second Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

6. Counterparts Acceptable. This Second Amendment may be executed in several counterparts and pdf file or faxed versions are acceptable and all so executed shall constitute one Second Amendment binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, Brighton Housing Authority and City have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
GREGORY MILLS, Mayor

ATTEST:

\_\_\_\_\_  
NATALIE HOEL, City Clerk

*APPROVED AS TO FORM:*

\_\_\_\_\_  
JACK D. BAJOREK, City Attorney

**HOUSING AUTHORITY OF THE CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
JOSEPH EPSINOSA, Executive Director