

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“License Amendment”) is entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (“Licensee”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a License Agreement with an effective date of October 3, 2023, (the “License”) for Licensee’s use of thirty (30) designated covered parking spaces located on the lower level of the Castro Parking Garage at 2885 W 11th Avenue, Denver, Colorado 80204.

B. The License is meant to provide parking spaces for Licensee’s clients, patients, and employees during Licensee’s facilities renovation, which includes the construction of a new parking structure built as part of Licensee’s new Westside Clinic.

C. The License has a term commencing on September 1, 2023 and ending no later than August 31, 2028, unless the Parties agree to extend the License, subject to the conditions and terms in the License.

D. The Parties wish to modify and amend the License in accordance with the terms and conditions in this License Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, and in consideration of the promises and the Parties’ mutual covenants and obligations contained in the License, as amended herein, the Parties agree as follows:

1. Section 1 of the License entitled “**GRANT, TERM, AND SCOPE OF WORK:**” is hereby deleted in its entirety and replaced with:

“1. **GRANT, TERM, AND SCOPE OF WORK:** The City grants to the Licensee, its Licensees, sublicensees, agents and invitees, for a term commencing on **September 1, 2023**, and ending no later than **November 30, 2028**, subject to the terms and conditions in this License, as amended, a non-exclusive revocable License to use designated covered parking spaces

located in the Castro Parking Garage, at 2885 W 11th Avenue, Denver, Colorado 80204 for those associated with the Licensee to use as vehicle parking spaces (the “**Allowable Use**”), as follows:

- A. A non-exclusive revocable License to use thirty (**30**) designated parking stalls, from 9/1/2023 – 1/31/2026; and
- B. Sixty (**60**) designated parking stalls from 2/1/2026 – 4/30/2027; and
- C. One Hundred Eighty (**180**) designated parking stalls from 5/1/2027 – 11/30/2028;

as further shown on **Exhibit A-1, “Premises or Depiction of Property,”** (the “**Premises**”) attached and incorporated by reference herein.

Exhibit A-1 may undergo modifications upon the written authorization of the Director of the Division of Real Estate to correct minor or technical errors.”

The Parties may extend the License on a monthly basis for up to six (6) additional months by executing a written extension memorandum (“Extension Memorandum”) incorporating all the terms and provisions of the License. The City’s Director of the Division of Real Estate is authorized to sign the Extension Memorandum without further approval of the City Council.

2. Section 2 of the License entitled “**FEE:**”, is hereby deleted in its entirety and replaced with:

“**2. FEE:** Licensee agrees to pay the City a fee (the “**License Fee**”), as listed below for the Allowable Use.

Period Start	Period End	# Mos in Period	# Parking Stalls	Monthly Rent/stall	Mo Base Rent	Base Rent for Period
9/1/2023	1/31/2026	29	30	\$25.00	\$750.00	\$21,750.00
2/1/2026	4/30/2027	15	60	\$15.00	\$900.00	\$13,500.00
5/1/2027	11/30/2028	19	180	\$15.00	\$2,700.00	\$51,300.00
					Total	\$86,550.00
EXTENSION OPTIONS						
Period Start	Period End	# Mos in Period	# Parking Stalls	Monthly Rent/stall	Mo Base Rent	Base Rent for Period
12/1/2028	12/31/2028	1	180	\$15.00	\$2,700.00	\$2,700.00
1/1/2029	1/31/2029	1	180	\$15.00	\$2,700.00	\$2,700.00
2/1/2029	2/28/2029	1	180	\$15.00	\$2,700.00	\$2,700.00
3/1/2029	3/31/2029	1	180	\$15.00	\$2,700.00	\$2,700.00
4/1/2029	4/30/2029	1	180	\$15.00	\$2,700.00	\$2,700.00
5/1/2029	5/31/2029	1	180	\$15.00	\$2,700.00	\$2,700.00
						\$16,200.00
					Total	\$102,750.00

Fees for use of the parking spaces for partial months will be calculated on a prorated basis by taking the monthly rate per space and dividing that amount by the days a space was in use by Licensee. The License Fee is payable on a monthly basis and is due on the first day of every month, starting from the effective date of this revocable License. All payments hereunder shall be made payable to the Manager of Finance and delivered to:

City and County of Denver
Department of Real Estate
201 W. Colfax Avenue, Department 1010
Denver, Colorado 80202

The Premises are accessed using keycards issued by Denver Human Services. Licensee is in possession of keycards that permit parking access to the Premises. However, Licensee will be charged a rate of **TEN DOLLARS AND ZERO CENTS (\$10.00)** per card to replace any keycards.”

3. New Section 25 entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the License as follows:

“**25. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Licensee’s provision of services herein, the Licensee 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 Licensee expressly acknowledges that the Licensee is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Licensee, or any other individual or entity acting subject to this License, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. **Exhibit A** is deleted in its entirety and replaced with **Exhibit A-1, Premises or Depiction of Property**, attached and incorporated by reference herein. All references in the original License **Exhibit A** are changed to **Exhibit A-1**.

5. **Exhibit B, Scope of Work** is added to the License and the **Exhibit List** and is attached and incorporated by reference herein.

6. The effective date of this License Amendment shall be the date Licensee delivers a fully executed copy of this License Amendment to the City.

7. If the new parking structure built as part of the new Westside Clinic is complete before November 30, 2028, Licensee shall have the ability to terminate this License upon 30 days' written notice to the City.

8. Capitalized terms not otherwise defined in this License Amendment shall have the meanings given such terms in the License.

9. As amended by this License Amendment, the License is affirmed and ratified in each and every particular.

10. Licensee represents and warrants that the person signing this License Amendment has the authority to execute and deliver this License Amendment on behalf of Licensee.

11. This License 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.

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Contract Control Number:

FINAN-202684715-01| 202369363-01

Contractor Name:

DENVER HEALTH AND HOSPITAL AUTHORITY

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-202684715-01| 202369363-01
DENVER HEALTH AND HOSPITAL AUTHORITY

By: Kris Gaw
Kris Gaw (06/09/2026 12:41:43 MDT)

Name: Kris Gaw
(please print)
Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

North

Castro
Parking
Garage
4th Level

East

Phase 0
9/1/23 - 1/31/26
0 Spots

Phase 1
2/1/26 - 4/30/27
30 Spots

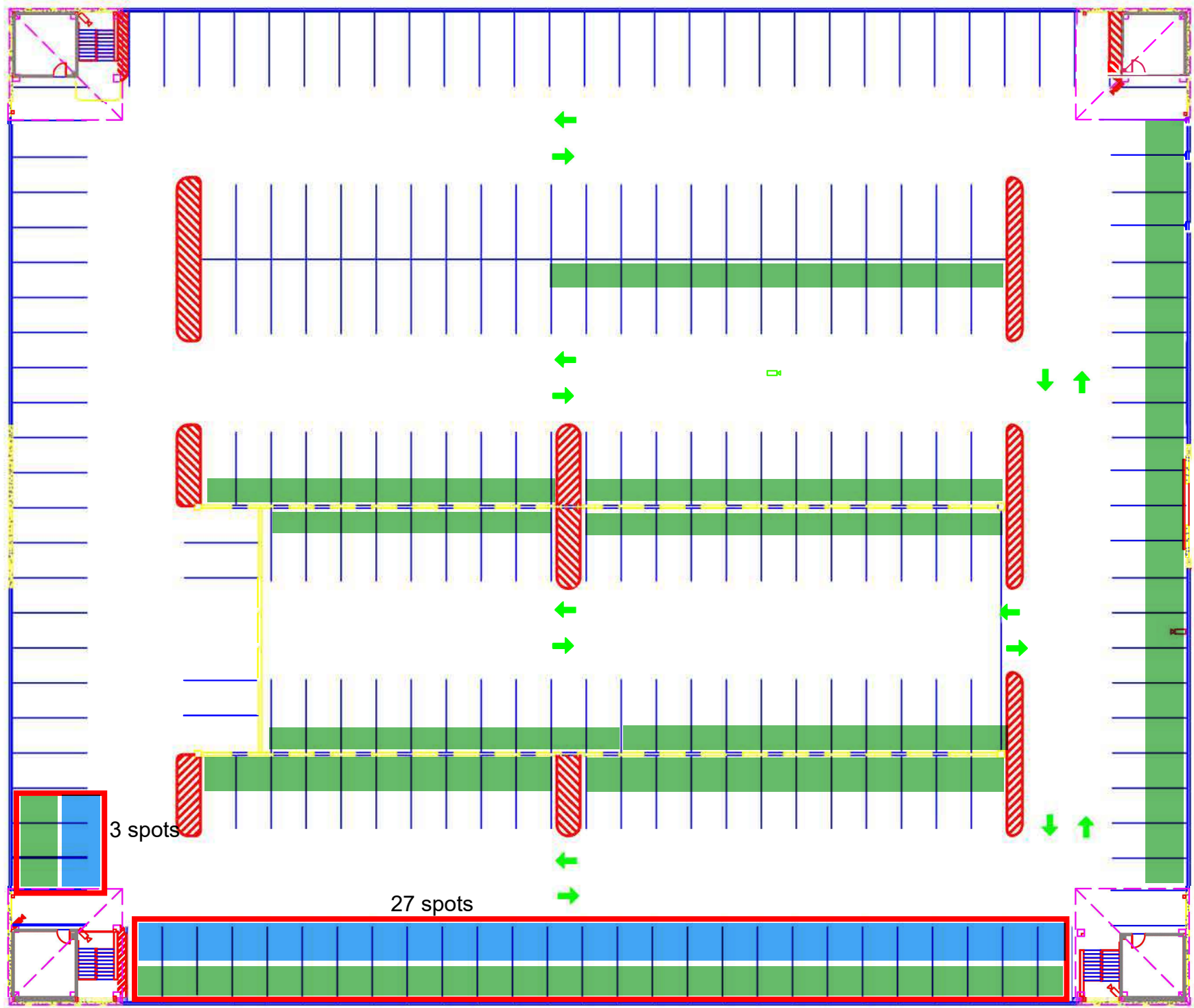
Phase 2
5/1/27 - 11/30/28
150 Spots

3 spots

27 spots

South

West



I. Overview

Licensee Name	Denver Health and Hospital Authority
Business Address	777 Bannock St. Denver, CO 80204
Website	https://www.denverhealth.org/
Services Summary	DHS to provide designated parking spaces at the Richard T. Castro site for use by DHHA clients, patients, and employees during DHHA renovations.
Contract Term	09/01/2023 - 05/31/2029
Fiscal Term(s)	09/01/2023 - 05/31/2029
Fiscal Budget Total	\$102,750
Contract Total with Extensions	\$102,750
Program	DHS Facilities
Funding, Funding Type	Revenue
CCD Legacy #	FINAN-202369363-01

II. Background and Purpose

- A. The purpose of this scope is to provide an overview of the provision of parking spaces located in the Castro Parking Garage at 2885 W 11th Ave., Denver CO 80204 for use by Denver Health and Hospital Authority (DHHA or Licensee) during their facilities renovation.

III. Focus Population(s)

- A. Spaces are provided for use by DHHA clients, patients, and employees during DHHA business hours.

IV. DHHA Responsibilities

- A. DHHA shall only use the premises for client, patient, or employee parking.
- B. DHHA shall comply with all applicable laws, rules or regulations of the City.
- C. DHHA is required to request and obtain security badges for access to secured parking.

Denver Health & Hospital Authority (DHHA)

CCD Legacy: FINAN-202369363-01

Scope of Work (SOW)

1 of 3

- D. At all times, DHHA shall maintain at its own expense required insurance coverages.

V. City Responsibilities

- A. The City shall be responsible for providing or securing the following:
- i. Designated parking spaces for clients, patients, and employees, as described in the Fee Schedule below and in Exhibit A-1.
 - ii. Designation of alternate parking spaces in the event access to secured parking is unavailable.
 - iii. Provide security badges for access to secured parking upon request within 7-10 business days or less.
 - a. In the event there is a high volume of requests, DHS shall work with DHHA to distribute badges over a reasonable timeline as communicated by the DHS team in writing upon receiving the request.
- B. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from DHHA use.

VI. Communication and Collaboration

- A. Licensee Shall:
- i. Attend and participate in meetings as requested by DHS.
 - ii. Communicate with DHS challenges and opportunities as they become apparent.
 - iii. Communicate requests for phase two extensions in writing to the Director of Real Estate at least thirty (30) days in advance of the end of phase two.
 - a. Extensions shall only be granted in monthly increments through May 31, 2029.
- B. DHS shall:
- i. Attend and participate in meetings as requested by DHHA.
 - ii. Communicate badge distribution timelines and share any closures, outages, or other unforeseen barriers to parking access as we are aware and able to do so.
 - iii. Consider requests to extend the end month of phase two at the request of DHHA and authorize Director of Real Estate to communicate the approval or denial of such requests.



Denver Health and Hospital Authority
Exhibit B
Scope of Work
Jaggaer No. FINAN-202369363-01

VII. Budget

A. Invoicing

- i. Upon execution of this contract, the City shall submit invoices for monthly fees to the Licensee at the start of each month of contracted services.

B. Payment Method

- i. The Licensee shall reimburse the City for services provided under this contract in accordance with the approved fee schedule below.

VIII. Fee Schedule

Licensee		Program		Fiscal Term		
Denver Health & Hospital Authority		DHS Facilities		September 1, 2023 - May 31, 2029		

Phase	Dates	Duration (months)	# of Spaces	Fee per Spot	Monthly Fee	Total Phase Fee
0	9/1/23 - 1/31/26	29	30	\$25	\$750	\$21,750
1	2/1/26- 4/30/27	15	60	\$15	\$900	\$13,500
2	5/1/27 - 11/30/28	19	180	\$15	\$2,700	\$51,300
DHAA may request to extend phase two through May 31, 2029.					\$2,700	Up to \$16,200
Contract Total						\$102,750

IX. Contract Lifecycle Summary

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Funds	Contract Maximum
Base	09/01/2023 - 8/31/2028	09/01/2023 - 8/31/2028	\$45,000	N/A	\$45,000
1 st Amendment	09/01/2023 - 5/31/2029	09/01/2023 - 5/31/2029	\$45,000	\$57,750	\$102,750