

WHEN RECORDED MAIL TO:

General Services
Attention: Energy Manager, GS ADM Administration
101 W. Colfax Ave., Suite 850
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is entered by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”); **CLYFFORD STILL MUSEUM**, a Colorado nonprofit corporation, whose address is 1250 Bannock Street, Denver, Colorado 80204 (“CSM”); and **DENVER ART MUSEUM**, as the City’s agency for art and a Colorado nonprofit corporation, whose address is 100 West 14th Avenue Parkway, Denver, Colorado 80204 (“**DAM Nonprofit**”).

RECITALS:

WHEREAS, the Parties entered into a Joint Use Agreement effective October 15, 2011 (the “Agreement”).

WHEREAS, the Agreement expired by its terms on June 30, 2025, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the Term and as further set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. Section 4 of the Agreement, entitled “License to CSM over City Parcels.”, is deleted in its entirety and replaced with the following:

“4. License to CSM over City Parcels.

“The City hereby grants to CSM a revocable non-exclusive license (“License”) over, under, upon and in the City Parcels for the purpose of installing, operating, maintaining, repairing, relocation, using and replacing the Electric Utilities Infrastructure, Exterior Water Infrastructure, Chilled Water Infrastructure and the Heating Hot Water Infrastructure for the benefit of the CSM Property as permitted or required under the Utility Agreement and this Agreement. The term of this license shall be until June 30, 2026.”

3. Section 15 of the Agreement, entitled “Examination of Records.”, is deleted in its entirety and replaced with the following:

“15. Examination of Records. 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 CSM’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. CSM 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 Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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 audits pursuant to this paragraph shall require CSM to make disclosures in violation of state or federal privacy laws. CSM shall at all times comply with D.R.M.C. 20-276.”

4. Section 22 of the Agreement, entitled “Effective Date and Term.”, is deleted in its entirety and replaced with the following:

“22. Effective Date and Term. The effective date of this Agreement shall be October 15, 2011 (“Effective Date”). This Agreement shall terminate on June 30, 2026, unless otherwise extended by both parties.”

5. A new section 26, entitled “Compliance with Denver Wage Laws.”, is hereby being added to the Agreement to read as follows:

“26. Compliance with Denver Wage Laws. To the extent applicable to the CSM’s provision of Services hereunder, the CSM 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 CSM expressly acknowledges that the CSM is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the CSM, 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.”

6. A new section 27, entitled “No Discrimination in Employment.”, is hereby being added to the Agreement to read as follows:

“27. No Discrimination in Employment. In connection with the performance of work under the Agreement, the CSM 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 CSM shall insert the foregoing provision in all subcontracts.”

7. A new section 29, entitled “Use, Possession or Sale of Alcohol or Drugs.”, is hereby being added to the Agreement to read as follows:

“29. Use, Possession or Sale of Alcohol or Drugs. The CSM shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.”

8. As herein amended, the Agreement is revived, affirmed and ratified in each and every particular.

9. This Revival and Amendatory 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, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: GENRL-202580379-01 [GENRL-201102531-01]
Contractor Name: CLYFFORD STILL MUSEUM

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:

GENRL-202580379-01 [GENRL-201102531-01]
CLYFFORD STILL MUSEUM

By: 

Name: ANNA BOATWRIGHT
(please print)

Title: DEPUTY DIRECTOR + COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 5TH day of SEPTEMBER, 2025 by ANNA BOATWRIGHT as
DEPUTY DIRECTOR + COO of CLYFFORD STILL, a NON-PROFIT
MUSEUM

Witness my hand and official seal.

My commission expires: 10/10/2028
Notary Public



RICCARDO A COMINELLI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244037783
MY COMMISSION EXPIRES OCTOBER 10, 2028

Contract Control Number:
Contractor Name:

GENRL-202580379-01 [GENRL-201102531-01]
CLYFFORD STILL MUSEUM

DENVER ART MUSEUM:

a Colorado nonprofit corporation and the
City's agent for art

By:

Name:

(please print)

Title:

(please print)

"DAM Nonprofit"

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 26th day of August, 2025, by Curtis Waitte as
Deputy Director / CFO of Denver Art Museum, a 501c3 non profit.

Witness my hand and official seal.

My commission expires: 10/18/2027

Faith Scarfarotti
Notary Public

FAITH SCARFAROTTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194039970
MY COMMISSION EXPIRES 10/18/2027