

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **DENVER INDIAN HEALTH AND FAMILY SERVICES, INC.**, a Colorado non-profit corporation, whose address is 2880 W Holden Place, Denver CO 80204 (“Licensee” or “Contractor”), effective as of the date set forth on the city’s signature page (“Effective Date”).

The City and the Contractor entered into an Agreement dated **August 20, 2021** for Licensee’s use of ten (10) designated parking spaces located on lower level of the Castro Parking Garage at 1200 Federal Blvd, Denver CO 80204 (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Section 1 of the Agreement, titled “**GRANT, TERM, AND SCOPE OF WORK**,” is amended by deleting and replacing it as follows:

“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, 2021** and ending no later than **August 31, 2027**, subject to the conditions and terms in this License, a non-exclusive revocable License to use ten (10) designated parking spaces located on lower level of the Castro Parking Garage at 1200 Federal Blvd, Denver CO 80204 (as depicted in Exhibit A, attached hereto and incorporated by this reference (the “Premises”) for those associated with the Licensee to use as vehicle parking spaces (the “Allowable Use”). The depiction of the Premises contained in Exhibit A may undergo small modifications upon the written authorization of the Director of the Division of Real Estate to correct minor or technical errors.”

2. Section 2 of the Agreement, titled “**FEE**,” is amended by deleting and replacing it with the following:

“2. **FEE**: Licensee agrees to pay the City a fee (the “License Fee”) of **TWENTYFIVE DOLLARS AND ZERO CENTS (\$25.00)** per parking space, per month, for a total monthly amount of **TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$250.00)**, and a total annual amount of **THREE THOUSAND**

DOLLARS AND ZERO CENTS (\$3,000.00) in the first year of this Agreement of Allowable Use. The cost will then escalate at a rate of 3% annually, making the total contract amount over the term of the contract **NINE THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND SEVENTY CENTS (\$9,272.70)**.

For the period of September 1, 2024-August 31, 2027, the fee will be as follows:

Period	Months	# of parking spaces	Rental amount per parking space	Monthly rental rate	Rent per period
9/1/24-8/31/25	12	10	\$27.32	\$273.18	\$3,278.18
9/1/25-8/31/26	12	10	\$28.14	\$281.38	\$3,376.53
9/1/26-8/31/27	12	10	\$28.98	\$289.82	\$3,477.82

The License Fee is payable on a monthly basis and is due on the first of day of every month, starting from the effective date of this Revocable License which shall be the date set forth on the City signature page. All payments hereunder shall be made payable to Manager of Finance and delivered to:

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

Additionally, Licensee will be charged **TEN DOLLARS AND ZERO CENTS (\$10.00)** for each key card that permits parking access to the Premises. Licensee will be charged a rate of **TEN DOLLARS AND ZERO CENTS (\$10.00)** to replace each key card.”

3. A new Section is added to this Agreement and will be labeled Section 25 and will read as follows:

“**25. 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.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement is not 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.

End.
Signature pages to follow

Contract Control Number: FINAN-202474678-01| 202159397-01
Contractor Name: DENVER INDIAN HEALTH AND FAMILY SERVICES, INC.

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:
INC.

FINAN-202474678-01| 202159397-01
DENVER INDIAN HEALTH AND FAMILY SERVICES,

By:  _____
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Name: Adrienne Maddux
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)