

## AMENDMENT TO REVOCABLE LICENSE

(2597 W. 11th Ave. and 2519 W. 11th Ave.)

**THIS AMENDMENT TO LICENSE** (“Amendment”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”) and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a public body corporate and politic, whose address is 1035 Osage Street, Denver, CO 80204 (“Licensee”).

### RECITALS:

**WHEREAS**, the City and Licensee entered into a Revocable License dated September 10, 2021 (“License Agreement”) whereby the City granted to Licensee a non-exclusive revocable License to use portions of City property located at 2597 West 11th Avenue, Denver, Colorado 80204 and 2519 West 11th Avenue, Denver, Colorado 80204 (the “Premises”) for the sole purpose of staging, parking and storage of materials during construction (the “Project”); and

**WHEREAS**, the City and Licensor now desire to amend the License Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. Section 1 of the License Agreement is amended to read as follows:

**1. Grant, Term, and Scope of Work:** The City grants to the Licensee, its Licensees, sublicensees, agents and invitees, subject to the conditions and terms in this License Agreement, a non-exclusive revocable License for the use of real property located at 2597 West 11th Avenue, Denver, Colorado 80204 and 2519 West 11th Avenue, Denver, Colorado 80204 as described in **Exhibit A**, attached hereto and incorporated by this reference (the “**Premises**”). This Agreement shall commence as of the Effective Date of this Revocable License Agreement and shall be in effect until December 31, 2025, subject to the conditions and terms in this License. Through this Agreement, City grants Licensee an exclusive, revocable license for the sole purpose of staging, parking, and materials storage during construction (the “**Project**”), more specifically described in the clause titled “**USE**” later in this Agreement.

2. Section 14 of the License Agreement is amended to read as follows:

**14. No Discrimination in Employment:** In connection with **USE** granted under this Agreement, Licensee 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. Licensee shall insert the foregoing provision in all subcontracts.

3. Section 22 of the License Agreement is amended to read as follows:

**22. 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 Licensee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Licensee 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

4. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the License Agreement.

5. Except as herein amended, the License Agreement is affirmed and ratified in each and every particular.
6. This 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202472096-01 | 202159474-01  
Housing Authority of the City and County 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-202472096-01 | 202159474-01  
Housing Authority of the City and County of Denver

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**HOUSING AUTHORITY OF THE CITY AND  
COUNTY OF DENVER**, a public body corporate and  
politic under the laws of the State of Colorado

By:  For \_\_\_\_\_  
Name: Joaquín Cintrón Vega  
Title: Chief Executive Officer

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# EXHIBIT A

## 2519 W. 11<sup>th</sup> Ave.

### LEGAL DESCRIPTION

LOTS 39 TO 44, INCLUSIVE AND, THE WEST 19 FEET OF LOT 45, BLOCK 2, SOUTH FAIRVIEW ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## 2597 W. 11<sup>th</sup>

LOTS 25, 26, 27, 28 AND THE WEST 1/2 OF LOT 29, BLOCK 2, SOUTH FAIRVIEW, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

