

AMENDMENT TO REVOCABLE LICENSE

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 **COLORADO VILLAGE COLLABORATIVE**, a Colorado nonprofit corporation whose address is 3264 Larimer Street, Unit D, Denver, CO 80205 (“Licensee”).

RECITALS:

WHEREAS, the City and Licensee entered into a Revocable License dated December 2, 2021 (“License Agreement”) whereby the City granted to Licensee a non-exclusive revocable License to use portions of the parking lot located at 3815 North Steele Street, Denver, CO 80205 (the “Premises”) for the purpose of establishing an outdoor camp site; 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. Pursuant to Section 1 of the License Agreement, the City has the right to extend the term of the License Agreement for two (2) additional six (6) month extensions. The City hereby exercises its extension rights and extends the term of the License Agreement through December 9, 2023.

2. **Exhibit A** to the License Agreement is deleted in its entirety and replaced with the **Exhibit A** attached hereto.

3. Use. Section 4(a.) of the License Agreement, entitled “Use”, is amended to delete the entire first sentence and replace it with the following:

“The Premises shall only be used for the purpose of establishing an outdoor camp site.”

4. Pursuant to Section 11 of the License Agreement, the City’s Risk Management Office may require additional proof of insurance. Accordingly, Licensee certifies that the certificate of insurance attached hereto as **Exhibit B**, complies with all insurance requirements of the License Agreement, as amended herein.

5. Insurance.

- a. Section 11(h.) of the License Agreement, entitled “Automobile Liability”, is amended to delete the entire sentence contained therein and replace it with the following:

“Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all personal vehicles used at the Licensed Premises.”

- b. Section 11(i.) of the License Agreement, entitled “Property Insurance”, is amended to delete the entire first two sentences. The remainder of Section 11(i.) shall remain unmodified.

6. Amendments. Section 20 of the License Agreement, entitled “Amendments”, is amended to delete the first sentence and replace it with the following:

“No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License Agreement property executed by the parties; *provided, however,* the Director of Real Estate shall have the authority as a representative of the City to execute agreements on behalf of the City which make only technical, minor, or non-substantive changes to this License Agreement.”

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

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

9. 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: FINAN-202161043-01
Contractor Name: COLORADO VILLAGE COLLABORATIVE

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-202161043-01
COLORADO VILLAGE COLLABORATIVE

DocuSigned by:
Shay-La Romney
264F1B99AF75440...

By: _____

Shay-La Romney

Name: _____
(please print)

Title: Chief Operating Officer

(please print)

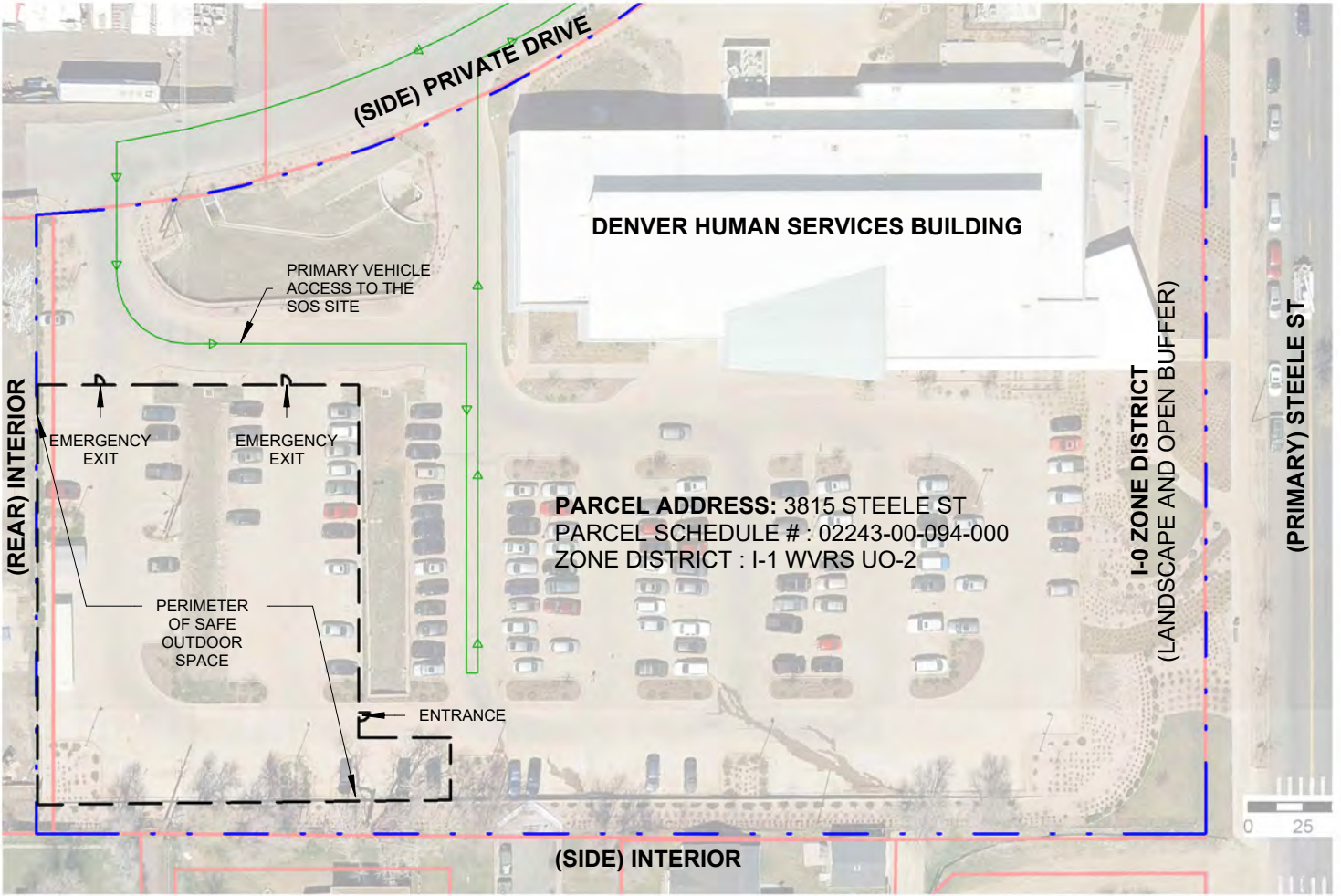
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



① 3815 STEELE ST - SITE EXTENTS
1" = 80'-0"

DENVER HUMAN SERVICE- SAFE OUTDOOR SPACE

9/27/2022 5:27:18 PM

NOTE: THIS IMAGE IS CONCEPTUAL
AND SUBJECT TO CHANGE.



3264 Larimer St Unit D
Denver CO, 80205
605.228.8569

EXHIBIT B

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: Ashley Moore		
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): 858-452-7530		
INSURED Colorado Village Collaborative 3264 Larimer Street, Unit D Denver, CO 80205	E-MAIL ADDRESS: ashley.moore@marshmma.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Kinsale Insurance Company	38920	
	INSURER B : Pinnacol Assurance Company	41190	
	INSURER C : HSB Specialty Insurance Company	14438	
	INSURER D : Arch Insurance Company	11150	
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01002078580	09/23/2022	09/23/2023	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included Each Claim \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						OCUR CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4222937	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Cyber Liability			661583801	12/10/2021	12/10/2022	Each Claim \$1,000,000 Aggregate \$1,000,000
D	D&O			NFP013427902	03/13/2022	03/13/2023	\$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate replaces and supersedes certificate dated 8/31/21

Certificate holder, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract.

RE Covered premises at 3815 N Steele St, Denver CO 80205

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver ,
Office of Housing Stability
201 W Colfax Avenue
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

<i>Attached To and Forming Part of Policy</i> 01002078580	<i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Colorado Village Collaborative
<i>Additional Premium:</i>		<i>Return Premium:</i>

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

- A. SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:
1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
 2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
 3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B.** With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:
1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
 - c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
 - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
 2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
- C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the Additional Insured is the amount of insurance:
1. Required by the written contract; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.