

USER AGREEMENT

This **USER AGREEMENT** (the “**Agreement**”) made and entered, effective as of the date set forth on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER** (the “**City**”), a Colorado municipal corporation, and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER** a/k/a the **YMCA OF METROPOLITAN DENVER** (the “**YMCA**”) a Colorado nonprofit corporation, whose address is 2625 South Colorado Boulevard, Denver, CO 80222.

RECITALS

WHEREAS, the YMCA desires to operate day camps, as further described in this Agreement (“**Day Camps**”), at certain City recreation centers and adjoining parks jointly agreed to by the YMCA and the City (“**Recreation Facilities**”), during the summer break for Denver Public School students in the months of June, July and August (“**Summer Break**”); and

WHEREAS, the City concurs with and supports the proposed YMCA’s Day Camps proposes by means of this Agreement to grant a permit to the YMCA to conduct the Day Camps at the Recreation Facilities during Summer Break subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, the City, in consideration of the recitals stated above and the terms and conditions stated in this Agreement, hereby grants to the YMCA, and the YMCA hereby accepts, a permit for the purposes stated in this Agreement:

1. REPRESENTATIVES:

A. City Representative. The City’s Manager of the Department of Parks and Recreation (“**Manager**”) designates the Deputy Manager of Recreation (“**Deputy Manager**”) to represent the Manager with respect to the administration of this Agreement. All communications and contacts specified in this Agreement shall be with the Deputy Manager or the employee(s) with the Department of Parks and Recreation who the Deputy Manager designates in written notice to the YMCA (collectively, “**City Representative**”).

B. YMCA Representative. The YMCA shall designate, in writing to the City Representative, a person associated with the YMCA who is directly in charge of directing the YMCA Day Camps at the Recreation Facilities and who shall have full authority to serve as the representative for the YMCA for all essential communications and other contacts specified in this Agreement (“**YMCA Representative**”). The YMCA may designate a new YMCA Representative by providing written notice to the City Representative.

2. PERMITTED ACTIVITIES, LOCATION and DURATION

A. Day Camps. The YMCA provides day camps for school aged children and youth primarily, but not exclusively, from Denver Public Schools System (“**Participants**”). The YMCA provides these Participants with a host of recreational activities such as sports, gym

12-0252

games, arts and crafts and swim time as well as field trips and other general summer camp programming for children and youth commonly provided by the YMCA (“**YMCA Activities**”). The YMCA agrees that the Day Camps will be limited to these YMCA Activities unless written permission is obtained by the YMCA Representative in advance from the City Representative.

B. Recreation Facilities. The Day Camps will be conducted at such recreation centers and within adjoining parks as mutually agreed by the YMCA Representative and the City Representative (“**Recreation Facilities**”). The Recreation Facilities shall be jointly agreed to on or before March 30th. The community room in each selected recreation center will be primarily used for the YMCA Day Camps, with gym space at a recreation center being made available when a community room is in use or during inclement weather. Swimming pools (indoor or outdoor as exist at each recreation center) will be scheduled for use during Day Camps at such times as mutually agreed by the YMCA Representative and the City Representative. Outdoor activities which are part of the YMCA Activities may be conducted in the selected portions of the parks immediately adjoining the recreation centers without further written approval of the City Representative; provided, however, that the YMCA Activities in the parks are allowed only so long as they not in conflict with activities or events scheduled or permitted by the Department of Parks and Recreation and so long as there is no interference with the general public’s access to and use of the parks. Sites for Recreation Facilities may be changed upon mutual agreement between the YMCA Representative and the City Representative, provided that the YMCA has provided the City with at least thirty (30) days’ written notice of the proposed relocations.

C. Summer Break. The Day Camps will occur during the months of June, July and August when the Denver Public Schools are out of session for summer break (“**Summer Break**”). The Summer Break is expected to be approximately eleven (11) weeks in duration. The exact schedule for the Summer Break shall be mutually agreed to by the YMCA Representative and the City Representative on or before March 30th. The Day Camps may be held five days a week (Monday through Friday) subject to closure of the recreation centers due to City holidays, City furloughs and emergency closures. The City Representative will inform the YMCA Representative as soon as reasonably possible of any changes to the scheduled furloughs or any closure of a recreation center due to necessary repairs or damage to the center. The Day Camps may be operated in recreation centers during such hours as the recreation centers are open to the public during the Summer Break and in the adjoining park during all hours outside of park curfew hours (11:00 p.m. to 5:00 a.m.) during the Summer Break. The Summer Break schedule may be changed upon mutual agreement between the YMCA Representative and the City Representative, provided that the YMCA has provided the City with at least thirty (30) days’ written notice of the proposed schedule change.

3. RESPONSIBILITIES OF YMCA.

A. Child Care. Because the Day Camps involve care for school-age children and youths (“**Child Care**”), licensing is required for such a Child Care operation. The YMCA shall conduct all Child Care in the Recreation Facilities in accordance with this Agreement and in full compliance with the rules and regulations regarding Child Care adopted by the Colorado Department of Human Services, which are in effect as of the date of such child care, and the YMCA shall maintain in good standing, during the Term of this Agreement, its state license as a

Child Care provider, and shall immediately notify the City if any investigation is commenced, or any action is taken, by any state agency in respect of such license, including without limitation, the suspension or revocation thereof. The YMCA shall assure adequate supervision and required staff ratios at all times during Day Camps. The YMCA must, at all times during the Term of this Agreement, maintain the insurance coverage specified in paragraph 7 of this Agreement.

B. Background Checks. With respect to operations and programs of the Day Camps in or on Recreation Facilities, the YMCA shall not hire, retain, or knowingly engage or permit the services of any employee, volunteer, agent, or subcontractor with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children. A “conviction” shall mean a plea of guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence. The YMCA shall use every reasonable means available to confirm through a national criminal background check, that employees, volunteers, agents, or subcontractors with access to or using the Recreation Facilities under this Agreement, or having contact with Participants during Day Camps, have not been convicted or charged as set forth above and shall immediately and fully inform the City if the YMCA becomes aware of any such conviction or charge. The YMCA shall provide proof of said background checks to the City upon request. If such a criminal conviction exists and the YMCA believes there are extenuating circumstances that should be considered, the YMCA may request, in writing, that the City waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Manager. Failure to comply with this sub-paragraph or, at the City’s option, failure to promptly discharge an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the City to immediately terminate this Agreement. Acknowledging and agreeing that the City has no meaningful control over the employees, volunteers, agents or subcontractors the YMCA may allow in or on Recreation Facilities or to come in contact with Participants during Day Camps, the YMCA agrees to release and waive any claims or defenses which they could or may potentially assert against the City arising from or related to any failure to comply with this sub-paragraph or failure to achieve the purpose of this sub-paragraph to protect Participants in Day Camps.

C. Basic Obligations. The YMCA shall conduct its Day Camps in the Recreation Facilities in a careful, safe, and proper manner, and shall not engage in any uses or activities prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The YMCA, along with its officers, employees, volunteers, agents, and Participants, shall comply with all applicable rules and regulations of the City’s Department of Parks and Regulation regulating use and behavior in parks or recreation facilities. The YMCA shall also keep the Recreation Facilities and the immediately surrounding area clean and free and clear from all trash, debris, waste or stains and shall take such reasonable measures as necessary to protect the Recreation Facilities, during Day Camps, from damage resulting from the YMCA’s use or activities or the use or activities of their officers, employees, volunteers, agents, and Participants.

D. Operations; Employees. The YMCA will provide all marketing materials for the Day Camps, which the Department of Parks and Recreation will assist in distribution, as determined by the City Representative. The YMCA will set all fees charged for Day Camps and will handle all registrations for the Day Camps and any related financial transactions. The YMCA shall, subject to this Agreement, select and hire its own employees and shall be solely responsible for their pay, benefits, continued employment or termination, and all other aspects of the employment relationship. The YMCA shall pay withholding taxes as well as unemployment compensation and workers compensation premiums for its employees and shall provide the City Representative with evidence of such compliance upon request.

E. Recreation Facility Permitting Policy. The YMCA agrees to comply with the "Conditions of Use" specified in Section 6.0 of the adopted Recreation Facility Permitting Policy, except for Sub-section 6.2 regarding security which is not applicable. Tables and chairs will be provided by the Department of Parks and Recreation for the YMCA's use during Day Camps to extent provided in Section 6.0 of the Recreation Facility Permitting Policy.

4. COMPENSATION. The YMCA agrees to pay compensation, and the City agrees to accept such compensation, in the amount of three hundred ten dollars (\$310.00) a week for each Recreation Facility site at which a Day Camp will be conducted during the Summer Break (allocated \$230.00 for the recreation center and \$80.00 for the swimming pool). There will be no proration for partial weeks. Total payment under this Agreement shall be due on or before the 30th day after the end of the Day Camps during Summer Break. Payment shall be made out in the name of the Denver Manager of Finance and delivered to the Finance Director of the City's Department of Parks and Recreation.

5. TERM and TERMINATION.

A. Term: The term of this Agreement shall begin as of the Effective Date of this Agreement and shall expire on December 31, 2012, unless sooner terminated pursuant to the terms of this Agreement or is extended by an amendment to this Agreement executed in the same manner as this Agreement ("**Term**").

B. Termination:

1) The City and the YMCA may mutually agree to terminate this Agreement at any time.

2) The City may, upon good cause and at its election, terminate the permit issued under this Agreement for a material breach or default by the YMCA under this Agreement, provided that the YMCA shall have ten (10) days (or such longer time as specified by the Manager) following the receipt of written notice from the City to substantially cure or rectify the breach or default. If the YMCA fails to substantially cure or rectify the beach or default within the specified period of time, the City shall have a right to terminate the permit issued under this Agreement and require that the YMCA pay the City for any compensation owed under paragraph 4 of this Agreement, for the repair of any damages to the Recreation Facilities resulting from the operation of the Day Camps, for any unpaid debt related to the

operation of the Day Camps for which a creditor is seeking payment from the City, and for any financial recovery the City may be entitled to under this Agreement.

6. INDEMNIFICATION. YMCA shall defend, indemnify, and save harmless the City, its appointed and elected officials, agents, and employees from any and all fines, losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, on account of personal injury or death of any person or damage to property, including those persons employed by or associated with the City or property belonging to the City, its appointed and elected officials, agents, and employees, where the injuries or damage are caused by the negligence or misconduct of the YMCA or its employees, officers, agents, volunteers, or Participants on or about the Recreation Facilities during Day Camps or where such injuries or damage are the result, directly or indirectly, of the violation of the provisions of this Agreement. This indemnity shall survive the expiration or earlier termination of this Agreement. The YMCA need not, however, indemnify or save harmless the City, its appointed and elected officials, agents, and employees from damages resulting from the sole negligence or misconduct of the City's appointed and elected officials, agents, and employees. In the event of a Claim, the YMCA covenants and agrees that it will not file or assert any legal action or claim against the City, its officers, agents and employees by way of cross claim, counterclaim, third party claim or independent action regardless of the alleged fault of either the YMCA or the City. If the City reasonably believes that the YMCA has asserted a defense against any Claim that puts the City at risk of incurring any substantive liability under the Claim or a collateral action or puts the City's rights, title, or interest in the Recreation Facilities at any risk, the YMCA's insurer shall promptly provide, at the insurer's expense, separate legal counsel reasonably acceptable to the City or, if this does not occur, the City shall have the right to elect to provide its own defense, and the YMCA shall be liable for the City's defense costs. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the YMCA under this Agreement. The YMCA shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

7. YMCA'S INSURANCE.

A. General Conditions: The YMCA agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, activities, occupancies, uses and services under this Agreement. The YMCA shall keep the required insurance coverage in force at all times during the term of the Agreement or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. The YMCA shall provide written notice of cancellation, non-renewal and any reduction in coverage to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, the City must be notified by YMCA. The YMCA shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of YMCA.

The YMCA shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The YMCA shall provide a copy of this Agreement to its insurance agent or broker. The YMCA certifies that the certificate of insurance attached as **Exhibit A**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of YMCA's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require, and the YMCA shall promptly provide, additional proof of insurance, including but not limited to policies and endorsements, at any time.

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, the YMCA's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, the YMCA's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants of YMCA: All subcontractors and subconsultants of YMCA (including independent contractors, suppliers or other entities providing goods or services to YMCA at the Recreation Facilities) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the YMCA. The YMCA shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The YMCA agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The YMCA shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. Commercial General Liability: The YMCA shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The YMCA shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in association with this Agreement.

I. Fire and Extended Coverage Insurance on all of the YMCA's personal property located in or about the Recreation Facilities in the minimum amount of \$50,000.00.

J. Additional Provisions:

- (1) For Commercial General Liability, the policy must provide:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision;
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - (v) No exclusion for sexual abuse, molestation or sexual misconduct.
- (2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (3) The YMCA shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the YMCA's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the YMCA shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. Other: The insurance requirements set forth in this paragraph 7 shall survive the expiration or earlier termination of this Agreement. The Manager of Parks and Recreation shall have the right to suspend this Agreement, and deny YMCA access to the Recreation Facilities, if at any time the Manager becomes aware that the YMCA has failed to satisfy the insurance requirements, in whole or part, set forth in this paragraph 7 and may, at the Manager's discretion, terminate this Agreement if the YMCA fails to rectify the deficiency on the insurance requirements within a reasonable time frame, as determined by the Manager. Alternatively, if it should be determined by the Manager that the Agreement should remain in effect, the City shall have the right to obtain any insurance coverage specified in this paragraph 7 as Denver Risk Management deems necessary to remedy the deficiency in the YMCA's policies, and the YMCA agrees to promptly and fully reimburse the City for the costs of such insurance coverage upon being provided a bill for the costs.

8. APPLICABLE LAW; COMPLIANCE WITH LAWS.

A. General Compliance with Laws. The YMCA shall comply with all applicable law in connection with this Agreement. The YMCA shall use reasonable efforts to ensure that its employees, volunteers and Participants comply with all applicable law in and around the Recreation Facilities. The City shall not be required to take any action which is inconsistent with applicable law. Applicable law shall include, but not be limited to, any law, governmental rule, regulation or ordinance, or judicial order or decree, including without limitation the Denver Charter; Denver Revised Municipal Code; rules, regulations, and policies of the City departments and agencies; and executive orders of the City's Mayor, as the same may be amended from time to time.

B. No Discrimination in Employment. In connection with the performance under this Agreement, the YMCA agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the YMCA further agrees to insert the foregoing provision in all subcontracts hereunder.

C. Colorado Governmental Immunity Act. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. and other law. All notice requirements provided by such laws shall be strictly complied with.

D. Ethics. The Parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein. The YMCA further agrees not to hire, or contract for services with, any employee or officer of the City in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

9. MISCELLANEOUS.

A. Legal Authority.

(1) The YMCA assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

(2) The person or persons signing and executing this Agreement on behalf of the YMCA, do hereby warrant and guarantee that they have been fully authorized by the YMCA to execute this Agreement on behalf of the YMCA and to validly and legally bind the YMCA to all the terms, conditions, obligations, and requirements herein set forth.

(3) The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either THE YMCA or the person signing the Agreement to enter into this Agreement.

B. City Financial Obligations. It is understood and agreed that any payment or performance obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council in each year in which the Agreement is in effect, encumbered, paid into the Treasury of the City, and available for the purposes of this Agreement. The YMCA acknowledges that the (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect financial obligation of the City.

C. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the YMCA, and nothing contained in

this Agreement shall give or allow any such claim or right of action by any other third person. It is the express intention of the City and the YMCA that any person or entity other than the City or the YMCA receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

D. No Agency or Partnership Relationship. Nothing in this Agreement is intended nor shall be deemed to create an agency, partnership or joint venture between the YMCA and the City. Nothing in this Agreement is intended nor shall be deemed to grant to the YMCA any power, right or authority to bind or otherwise contractually obligate the City. Nothing in this Agreement is intended nor shall be deemed to grant to the City any power, right or authority to bind or otherwise contractually obligate the YMCA. No employee of the YMCA shall be deemed an employee of the City. No employee of the City shall be deemed an employee of the YMCA.

E. Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the YMCA. The YMCA understands and agrees that it shall not assign any of its material rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the Manager. Failure to obtain the prior written consent and approval of the Manager for any assignment shall be grounds for termination of the Agreement at the discretion of the Manager. In the event any assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee, and the YMCA shall remain fully responsible to the City according to the terms of this Agreement.

F. Disputes, Venue and Governing Law.

(1) It is mutually agreed by and between the parties hereto that, should any dispute arise regarding this Agreement and a judicial action or suit is deemed necessary by either Party, venue for such action shall lie solely in the District Court in and for the City and County of Denver, Colorado, and notices and summons and complaints may be served upon the YMCA by delivery of notices and service of process for summons and complaints to the address of the YMCA shown in this Agreement.

(2) This Agreement shall be construed and enforced pursuant to the laws of the State of Colorado and any applicable federal law, without regard to any statute or rule of law specifying a different choice of law, and pursuant to the City Charter, Denver Revised Municipal Code, the applicable rules, regulations, and policies of the City's departments and agencies, and executive orders of the City's Mayor.

G. Notices. All notices, demands or other communications required or permitted to be given under this Agreement shall be in writing and any and all such items shall be deemed to have been duly delivered upon (i) personal delivery; or (ii) as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or (iii) as of 12:00 Noon, MST, on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

any force or effect unless embodied in a written amendatory or other Agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

J. Final Approval. This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council, if so required, and fully executed by all signatures of the City and County of Denver.

K. Counterparts. This Agreement shall be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

L. Electronic Signatures and Electronic Records. The YMCA consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: PARKS-201205319-00

Contractor Name: The Young Men's Christian Association of
Metropolitan 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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PARKS-201205319-00

Contractor Name: The Young Men's Christian Association of
Metropolitan Denver

By: 

Name: STEPHEN L. TAMMARO
(please print)

Title: CHIEF OPERATING OFFICER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2012

PRODUCER (303) 534-7325 FAX: (303) 623-7325
 Peak 360, Inc. WEB: www.peak360.com
 1600 Emerson St. gfriedman@peak360.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Denver CO 80218

INSURED

YMCA of Metropolitan Denver
 2625 S. Colorado Blvd.

Denver CO 80222

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **New Hampshire**INSURER B: **Pinnacol**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	01-LX-003786513-8	7/1/2011	7/1/2012	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Sexual Abuse/Mol.				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				
	ALL OWNED AUTOS	01-LX-003786513-8	7/1/2011	7/1/2012	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	DEDUCTIBLE	01-UD-004659898-7	7/1/2011	7/1/2012	\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	4067720	4/1/2011	7/1/2012	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER PROPERTY	01-LX-003786513-8	7/1/2011	7/1/2012	PER SCHEDULE ON FILE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and Business Automobile Liability policy.

CERTIFICATE HOLDER

City and County of Denver
 Dept. of Parks and Recreation
 201 W. Colfax Ave.
 Dept. 602
 Denver, CO 80202-5328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Gary Friedman/GARY

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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 rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.