

## MASTER COOPERATIVE AGREEMENT

(Community Gardens in Denver Parks)

**THIS MASTER COOPERATIVE AGREEMENT** (the “**Agreement**”), made and entered into, as of the date set forth on the City’s signature page (the “**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the “**City**”), and **DENVER URBAN GARDENS**, a Colorado nonprofit corporation, and having a place of business located at 1031 33<sup>rd</sup> Street, Suite 100, Denver, Colorado 80205 (“**DUG**”); which may be referred to herein individually as a “Party” or jointly as “Parties.”

### RECITALS

**WHEREAS**, for over two decades, DUG has operated community gardens at various sites within Denver for the benefit and use of members of the public interested in gardening; and

**WHEREAS**, the City owns and operates, through its Department of Parks and Recreation (“**DPR**”), seven parks in which DUG currently operates community gardens; and

**WHEREAS**, the City and DUG desire to continue the operation of these community gardens in the seven parks and eventually to add community gardens in other Denver parks; and

**WHEREAS**, DPR and DUG recognize that the benefits of community gardens in parks include the potential to enhance the lives and health of the neighborhood residents; contribute to developing more deeply-rooted communities surrounding the parks; and serve as a catalyst for broader park stewardship; and

**WHEREAS**, the community gardens located in parks promote Mayor Michael Hancock’s goals, through the Denver Office of Sustainability, to improve the City’s healthy living environment and to increase local food production in Denver; and

**WHEREAS**, Section 2.4.4(F) of the Charter of the City and County of Denver authorizes cooperative agreements such as this to be entered into by the City for the development of park and recreational facilities, programs, and activities; and

**WHEREAS**, beyond performing the obligations set forth in this Agreement, the general role of DUG is to design and build new community gardens within DPR’s specifications; assist neighborhood garden leaders in efforts to organize garden participants and obtain waiver and

releases from participants protecting both DUG and the City; assist garden leaders in developing and enforcing garden rules and DPR rules and regulations; support garden leaders in their efforts to allocate plots to community members equitably and maintain the garden to DPR standards; educate leaders and garden participants in key aspects of creating successful community gardens; and to serve as the first point of contact for each community garden with garden participants and neighborhood residents; and

**WHEREAS**, the City, by and through its DPR Executive Director, finds and determines that, considering the size and location of each park, the environment and current and proposed use of each park, density of adjacent residential population and their public needs, it is proper and legitimate that a portion of each of the parks, existing and designated in the future, be set aside and used for a community garden, so long as each park otherwise remains available to all City residents and other members of the public;

**NOW, THEREFORE**, in consideration of the recitals set above and incorporated herein by reference and the mutual promises and terms set forth below, the Parties agree as follows:

1. **THE PARKS; CG SITES; LICENSE; and SUPERSESSION.**

A. **The Parks and CG Sites.** Seven Denver parks, as identified below, are currently sites for community gardens operated by DUG. Additional sites within other Denver parks may be eventually approved by the DPR Executive Director (“**Director**”) for the installation and operation of community gardens by DUG, as provided in this Agreement. Each park authorized for the operation of a community garden by DUG will be referred to herein as a “**Park**” and will be collectively referred to herein as the “**Parks**”. The location within each Park for which a community garden is approved will be referred to as the “**CG Site**” and will be collectively referred to herein as the “**CG Sites**”.

1) Existing. The seven Parks and their CG Sites are described in the chart below, and the exact locations and dimensions of the CG Sites in the Parks are legally described in the attached **Exhibit A** which is incorporated herein by reference.

<b>Park</b>	<b>Garden Name</b>	<b>Address (Approx.)</b>	<b># of Plots</b>
Eddie Maestas Park	Eddie Maestas Community Garden	Lawrence St. & Park Ave. W. & N. Broadway	25
Weir Gulch Park	Lowell Street Community Garden	100 Lowell Blvd.	50
New Freedom Park	New Freedom Community Garden	1200 Xenia Street (next to Alley on 13 <sup>th</sup> Ave.)	56
Rosedale Park	Rosedale Community Garden	300 E. Iliff Ave. (fronting on Logan St.)	100
Ruby Hill Park	Ruby Hill Community Garden	W. Florida Ave. & S. Platte River Dr. (access by W. Mexico Ave.)	56
East-West Greenway Park	Stapleton Greenway Community Garden	7790E.23 <sup>rd</sup> Ave. in Stapleton	38
Lakewood-Dry Gulch Park	West Colfax Community Garden	Utica St. & West Wells Place	38

2) Future. When a new CG Site in a Park is proposed by DUG or any reconfiguration, expansion or relocation of any existing CG Site in a Park is proposed, after consultation with DPR, DUG shall submit a detailed written request to the Director requesting that the Director consider allowing the proposal in accordance with this Agreement. DUG shall prepare a detailed plan, consistent with this Agreement, for review by the Director and the Director's designated representatives at DPR, and, to the extent required by the Director, DUG shall state, in writing, what actions it has taken or will take in order to comply with the standards and requirements set forth in this Agreement, any other DPR standards and specifications, and any applicable federal, state and City laws and regulations. Provided that DUG does not request any material variation from the standards and requirements in this Agreement, the Director may, in the Director's sole discretion, authorize the installation and operation of a new CG Site in a Park or a reconfiguration, expansion or relocation of an existing CG Site in a Park. The Director may impose any additional conditions or restrictions the Director deems appropriate. Any material variation from the standards and requirements in this Agreement requested by DUG shall require the approval of an amendment to this Agreement in the same manner as this Agreement was approved. Except as expressly provided for in this Agreement, the Director shall determine what proposed variations are "material." The Director's decision approving or denying a new CG Site in a Park or a reconfiguration, expansion or relocation of an existing CG Site in a Park shall be in writing and is not subject to administrative or judicial appeal.

B. License. The City does hereby grant to DUG, and DUG does hereby accept from the City, a license for the occupancy and use of the CG Sites in Parks, both existing and as approved in the future, together with the improvements existing thereon, located in the City and County of Denver, State of Colorado for sole use as community gardens by neighborhood citizens (the “**License**”). The License shall be non-exclusive but City shall only be permitted to allow other non-conflicting uses of the CG Sites which do not limit DUG’s use as contemplated by this Agreement. No property rights or interests, including leasehold or easement rights, are granted by this License. The licensed CG Sites in Parks are accepted by DUG “as is, where is” with no warranties or representations by the City as to habitability or usability of the CG Sites for the intended purpose. Public and operational access, including any allowed vehicular access, to the CG Sites within Parks shall be as specified by DPR.

C. Supersession. This Agreement shall supersede and totally replace, as of the Effective Date of this Agreement, any and all prior agreements, still in effect, between the City and DUG regarding the use of any Denver parks as community gardens. This supersession shall not include any agreements by which the City funded or acted as a conduit for any funding to DUG for the operation of community gardens within Denver or the use of any non-park property owned by the City as a community garden.

2. **TERM and EXTENSION.**

A. Term. The term of this Agreement shall commence on the Effective Date of this Agreement, and shall terminate on the same date five (5) years later, unless sooner terminated as hereinafter provided or unless the term is extended by an amendment to this Agreement executed in the same manner as this Agreement (“**Term**”).

B. Temporary Extension. Notwithstanding the Term set forth in paragraph 2.A. above, the Director may allow, in the Director’s sole discretion, for the initiation of a new growing season by DUG after the expiration of the Term of this Agreement if the Director determines that a delay, beyond the control of DUG, prevented the timely extension of this Agreement, but this temporary extension shall not exceed three (3) months and this Agreement shall remain in effect and be enforceable during said temporary extension.

C. Additional CG Sites. The addition of CG Sites by the Director’s approval,

as provided in paragraph 1.A.2) above shall not extend the Term of this Agreement.

D. Extension by Amendment. DUG may submit to the Director a written request to extend the Term of this Agreement at any time, but no later than four (4) months prior to the expiration of the Term of the Agreement. Upon reviewing the request, the Director may agree to proceed on an amendment to the Agreement to extend the Term and, if deemed appropriate by the Director, to make such other amendments to the Agreement. The Director's decision will depend, in part, on DPR plans for each Park being used or proposed to be used as a CG Site and changing public needs with respect to community gardens or other park uses.

3. **COMPENSATION; GARDEN FEES; and REPORTS.**

A. Compensation. By December 1<sup>st</sup> following each growing season, DUG shall pay to the City the sum of nine dollars (\$9.00) for each gardening plot used for the whole or part of the growing season in each CG Site in a Park. All payments shall be tendered to the DPR Finance Office.

B. Garden Fees. DUG is authorized to charge participants in community gardening at CG Sites in Parks a fee per gardening plot a year not to exceed fifteen dollars (\$15.00) unless a higher fee is authorized by the Director in writing and in advance. The collected garden fees are to be used to defray DUG's operational costs. DUG may also obtain grants, donations and in-kind services to help with operating the CG Sites in Parks. DUG shall be solely responsible for properly managing any funds and in-kind services it receives.

C. Reports. Along with the annual compensation payment for each growing season, DUG shall provide to the Director a detailed written report describing the public use of all of the CG Sites in the Parks during the prior year, including the number and percentage of usage comprised by Denver residents, number of minority and disabled participants, and the number of low income participants who benefited through waived or reduced fees. Successes or problems of the community gardening program over the past year should be noted, along with any new CG Sites in Parks being planned for the upcoming year. An accounting of the number of gardening plots for CG Sites in Parks, garden fees collected, other funding and in-kind services, and operational expenses incurred should be provided in the report.

4. **COORDINATION AND LIAISON.**

A. Director's Rep: The DPR Director is vested with the authority to act on behalf of the City in performing the City's obligations under this Agreement. The Director has designated Julie Lehman, to act on the Director's behalf as the authorized representative ("**Director's Rep**"). The Director may change the Director's Rep at any time by providing written notice to the DUG's Rep, as identified in paragraph 4.B. below, of such change.

B. DUG's Rep: DUG's authorized representative under this Agreement is Shannon Spurlock ("**DUG's Rep**"), and, as such, is responsible for overseeing the satisfactory performance of DUG's obligations in accordance with the terms and conditions of this Agreement. DUG may change DUG's Rep at any time by providing written notice to the Director's Rep of such change.

5. **GENERAL RESPONSIBILITIES.**

A. Responsibility. DUG agrees to be responsible for developing, managing and maintaining the CG Sites in Parks. This responsibility shall include all costs and expenses for developing, managing and maintaining the CG Sites in Parks, except as expressly provided otherwise in this Agreement. The operation and use of the CG Sites will be limited to the areas as legally described in **Exhibit A**. Each CG Site is to be organized so as to work efficiently and effectively within the layout of each CG Site and to minimize and mitigate any adverse impacts on the surrounding Park. The maintenance and operation of the Parks outside of the CG Sites will be by the City, except as expressly provided otherwise in this Agreement.

B. Coordination. DUG's Rep shall coordinate, on a regular and consistent basis, the installation and major operational aspects of the CG Sites in Parks with the Director's Rep and shall endeavor to keep said Director's Rep advised of any problems with the operation and use of the CG Sites or the surrounding Parks. Likewise, the Director's Rep shall endeavor to keep DUG's Rep informed of any operations or uses in the Parks that might impact the use of the CG Sites in Parks. DUG's Rep shall consult with the Director's Rep in order to assure compliance with all applicable DPR standards and specifications for the CG Sites and the Parks. DPR shall have a right of access at any time to inspect the CG Sites in Parks.

C. MOU. DPR, through its Director, and DUG may enter into a MOU establishing additional criteria, standards or procedures that are supportive of and consistent with

the terms and conditions of this Agreement.

6. **OPERATIONS.** Unless expressly provided otherwise, the costs and expenses for the operation and maintenance of the CG Sites in Parks, as specified below, shall be borne by DUG:

A. **Permanent Improvements.** No permanent improvements to CG Sites in Parks are anticipated. A “permanent improvement” would be any structural item attached to the ground. Any permanent improvement proposed by DUG will require the prior written approval of the Director and compliance with the City Charter and all applicable City ordinances, rules, regulations and specifications. Approved permanent improvements become the property of the City. Perimeter fencing and sheds are allowed within the CG Sites but are not regarded as being permanent improvements.

B. **Fencing.** DUG must construct and maintain a safe and sturdy perimeter fence around each of the CG Sites in Parks. Fence materials and installation locations and methods must be approved by the Director’s Rep. The fence shall be repaired or replaced as needed or as directed by the Director’s Rep.

C. **Sheds.** One garden shed, not to exceed 8’ x 8’, is allowed for each CG Site in a Park. The shed must be a durable pre-fab structure made of materials approved by the Director’s Rep and must be located within the CG Site at a location approved by the Director’s Rep. The shed may not be attached to the ground unless such method of attachment is approved by the Director’s Rep. Operational locking devices must be included on the doors to the shed.

D. **Tools and Equipment.** DUG shall have the right to place and use at each CG Site in a Park such tools, equipment, and other materials necessary for the operation of a community garden. DUG shall be responsible for securing said tools, equipment and other materials in the shed or otherwise. The City shall have no responsibility for replacing or paying for any damaged, lost or stolen tools, equipment or other materials.

E. **Good Repair; Debris.** DUG shall maintain all parts of each CG Site in good order and repair and shall keep, during the growing season, the CG Site and the Park within fifty feet (50’) of each CG Site free of rubbish, trash and debris along with loose dead plant material from the garden.

F. Damage. DUG shall be responsible for repairing damage to each CG Site and the surrounding Park caused by misuse by its officers, employees, agents, contractors or invitees. All graffiti and vandalism in the CG Site, including the fences and sheds, shall be promptly remedied by DUG. The City shall have no responsibility for repairing or paying for any damage to CG Sites in Parks.

G. Pedestrian Access. Paths in Parks providing ingress and egress for DUG staff and gardeners to CG Sites are allowed. The location, methods of installation, and materials for any new or replacement pedestrian path in any Park containing a CG Site is subject to the prior approval of the Director's Rep. DUG shall be responsible for maintaining the paths.

H. Vehicle Access. Access by trucks, cars or other motorized vehicles to each CG Site will be limited to the delivery of large equipment and bulk materials for the purpose of community gardening and for the installation or replacement of the fence or shed. The location of access routes within a Park and the occurrence and frequency of vehicle access is subject to the prior approval of the Director's Rep. There will be no regular vehicle access to garden sites for day-to-day garden care. DUG shall be responsible for repairing any damage caused by such vehicle access.

I. Security. DUG shall be responsible for securing the CG Sites in Parks in accordance with DUG practices. Any special security features, such as gate locks or night patrols, require the approval of the Director's Rep. City curfew (11 pm to 5 am daily) shall apply to CG Sites unless approval for after-hours access is approved by the Director's Rep.

J. Signs. Any signs stating the name of the community garden or acknowledging the role of DUG in operating the community garden shall include an acknowledgment of the City's ownership of the Park and of the cooperative effort between the City and DUG. Discreet signs may be posted as necessary for stating DUG guidelines, rules and standards for the operation and use of the CG Sites. If desired, DUG's Rep may work with the Director's Rep for the preparation and posting of signs stating DPR rules for the Park. Any other signs must be approved by the Director. Advertising is prohibited.

K. Portable Toilets. Typically, portable toilets will not be permitted to be installed by DUG within the CG Site or within the surrounding Park. If a particular need for



portable toilets is perceived, DUG's Rep may submit a proposal to the Director's Rep. DUG shall be solely responsible for arranging for the installation of, and maintaining in a sanitary and safe condition, any approved portable toilet.

L. Composting. Composting is allowed within the CG Sites in Parks. DUG shall take all reasonable prudent measures to assure that odors from the composting pile are controlled and mitigated, the composting piles are properly contained, and air and water erosion from composting piles are prevented. DUG's Rep shall cooperate with the Director's Rep in setting and conforming with Best Management Practices in this regard.

M. Dust, Drainage and Erosion. DUG shall take all reasonable and prudent measures necessary to assure that air and/or water erosion of soil are controlled and mitigated and to assure that drainage and water run-off, including from garden watering, is properly handled. DUG's Rep shall cooperate with the Director's Rep in setting and conforming with Best Management Practices in this regard.

N. Fertilizers, Pesticides and Herbicides. No non-organic pesticides, herbicides, or other chemicals intended to kill or control insects, vermin, weeds, or unwanted vegetation and no chemical fertilizers shall be brought to, kept, or used at any CG Site in a Park. DUG shall be responsible for strictly enforcing this prohibition. Organic pesticides, herbicides, and fertilizers may be utilized so long as they are applied sparingly and in accordance with good gardening practices and manufacturer's directions and so long as they are stored in leak-proof and properly labeled containers or off-site. DUG's Rep shall provide to the Director's Rep a list, and update this list as needed, identifying all fertilizers, pesticides and herbicides that are used and/or stored on site and the method, frequency and extent of their application. The Director's Rep shall have the authority to specify or limit the use of any pesticides, herbicides, or fertilizers. DUG shall be solely responsible for any injury or damage resulting from the improper use or storage of fertilizers, pesticides and herbicides. DUG's Rep shall cooperate with the Director's Rep in setting and conforming with Best Management Practices in this regard.

O. New CG Sites. For any new CG Sites in Parks approved by the Director or any reconfiguration, expansion or relocation of any existing CG Sites in Parks approved by the Director, DUG shall be responsible, among other things, for basic site preparation, proper

grading and drainage, and park irrigation system retrofit, in accordance with DPR standards and specifications, this Agreement, and subject to any water conservation requirements and restrictions imposed by the Denver Water Department. No on-site work is to commence in this regard until DPR has determined whether any modifications are necessary to existing park irrigation systems in and around the CG Site and any necessary modifications are made. Any proposed work in this regard shall be subject to the prior approval of the Director's Rep.

P. Garden Irrigation Water Supply.

1) Water Taps. All water taps for garden irrigation water service to CG Sites in Parks shall be held by DPR. DPR shall be the applicant to the Denver Water Department for any new water taps required for CG Sites in Parks. Any water taps serving existing CG Sites in Parks that are currently held by DUG shall be transferred by DUG or otherwise brought under the authority of DPR, in accordance with Denver Water Department's requirements, within thirty (30) days of the Effective Date of this Agreement. DPR will install any needed water taps and associated appurtenances and monitor the water usage for the CG Sites in Parks. DPR's decision about the location of the water tap and associated appurtenances for each CG Site in a Park will be based on the needs of the particular garden, the irrigation system in the Park, and other infrastructure and utility considerations in the Park.

2) Costs. DUG shall be responsible for all costs and expenses associated with new water taps and meters (including any transfer and installation costs), the garden irrigation water service system, and any modifications necessary to the irrigation system in the Parks in order to accommodate the installation and operation of the CG Sites in Parks. DPR will pay the water service charges for the garden irrigation water service at CG Sites in Parks, unless DPR determines that there has been a material failure to comply with the watering methods and water conservation requirements set forth below, in which case DPR may require DUG to pay any excess water service costs resulting from such failure.

3) Potable Water. Water taps will be for a potable water supply unless DPR, DUG and the Denver Water Department concur that a non-potable water supply meets all health and environmental requirements for gardening use. If a decision is made that a retrofit is appropriate, DUG shall be responsible for such costs.

4) **Watering Methods and Water Conservation.** All garden watering shall be by handheld hose application only and must be attended at all times. No more water shall be used than is reasonably necessary to establish and maintain a healthy garden. From May 1<sup>st</sup> through October 1<sup>st</sup> of each year, no garden watering is allowed between 10 a.m. and 6 p.m. No garden watering is allowed during strong winds or rain. Garden watering is required to conform to the Denver Water Department's operating rules, which are subject to change during droughts. Any water conservation restrictions or requirements imposed by the Denver Water Department shall be strictly applied and enforced by DUG at the CG Sites in Parks. DUG's Rep shall cooperate with the Director's Rep in setting and conforming with Best Management Practices in this regard.

5) **Other.** DPR shall determine the start-up and shutdown dates for garden water irrigation service for CG Sites in Parks. DUG shall be responsible for properly regulating the public's use of the water system in the CG Sites in Parks and promptly informing DPR of any problems with the water system.

Q. **End of Season.** At the end of each growing season, DUG shall arrange for dead or dying vegetation to be removed or trimmed back, as appropriate, and all gardening tools, equipment and materials are to be removed from the CG Sites in Parks or stored in an enclosed and secured garden shed in each of the CG Sites in Parks. The City shall have no responsibility for replacing or paying for any damaged, lost or stolen tools, equipment or materials stored on site when the growing season ends.

R. **Off Season.** During the non-growing season, DUG shall make the CG Sites in Parks available for access and use by DPR. DPR will not remove or damage any fences, sheds, access paths, garden plots, perennial plants, or authorized improvements installed by DUG. All DPR uses will not start before November 1<sup>st</sup> of each year and will terminate on or before March 31<sup>st</sup> of each year.

## 7. **LEGAL REQUIREMENTS.**

A. **Rules.** DUG shall be responsible for setting and enforcing guidelines, rules, standards, and practices for controlling the public's access, use, and activities at the CG Sites for community gardening purposes. Upon request, DUG shall provide the Director's Rep

with a copy of all guidelines, rules, standards, and practices that DUG has adopted for this purpose. Except for those activities which are a common and customary component of community gardening, all other activities of the members of public participating in community gardening at the CG Sites in Parks shall be subject to the Park Use Rules and Regulations, as adopted and amended by the Director, and the corresponding enforcement through Article I of Chapter 39 of the Denver Revised Municipal Code. DUG shall endeavor to encourage compliance with said rules, regulations and ordinances and report to the City any substantive violations.

B. Release & Waiver. DUG shall obtain a waiver and release from each member of the public who elects to participate in gardening and related activities at the CG Sites. Said waiver and release shall include the City and the City's officers, employees, and agents as entities and persons against whom claims by the participating members of the public are being waived and released.

C. Americans with Disabilities Act. The Parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act ("ADA") and that DUG is subject to the provisions of Title III of the ADA. The CG Sites in Parks are to be accessible to, and usable by, individuals with disabilities, consistent with the rights and obligations of the City pursuant to Title II of the ADA. City shall be responsible for ensuring that the policies, practices and procedures it applies in its ownership and operation of the CG Sites in Parks are in compliance with Title II of ADA. DUG represents that it has viewed or otherwise apprised itself of such access to and within the CG Sites in Parks and accepts such access and other conditions of the CG Sites in Parks as adequate for DUG's responsibilities under the ADA. DUG shall be responsible for ensuring that the CG Sites in Parks comply and continue to comply in all respects with the ADA, including accessibility, usability and configuration insofar as DUG modifies, rearranges or sets up in the facility in order to accommodate DUG's usage. DUG shall be responsible for any violations of the ADA that arise from DUG's modification of the CG Sites in order to accommodate DUG's usage. DUG shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies are in compliance with the ADA.

D. Environmental Protection.

1) DUG shall comply with the applicable Federal, State, and local environmental laws, regulations, and standards that are or may become applicable to DUG's activities at the CG Sites in Parks.

2) DUG shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operation under this Agreement, independent of any existing permits held by the City.

3) With respect to its operations in CG Sites at Parks, DUG shall save, indemnify and hold harmless the City from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by DUG, its officers, agents, employees, contractors, or invitees, giving rise to City liability, civil or criminal, or responsibility under Federal, State or local environmental laws. This provision shall survive the expiration or termination of this Agreement, and DUG's obligations hereunder shall apply whenever the City incurs costs or liabilities for DUG's actions of the types described in this paragraph.

4) The City's rights under this Agreement specifically include the right for City officials to inspect, upon reasonable notice, the CG Sites in Parks for compliance with environmental, safety, and occupational health laws and regulations, whether or not the City is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. DUG shall have no claim on account of any entries against the City or any officer, agent, employee, or contractor thereof.

5) DUG agrees that the City assumes no liability to DUG should hazardous waste cleanup requirements, whether imposed by law or regulatory agencies, interfere with DUG's use of the CG Sites in the Parks. DUG shall have no claim on account of any such interference against the City or any officer, agent, employee or contractor thereof.

6) DUG must comply with all Federal, State, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. DUG will not undertake any

treatment, storage, or disposal of hazardous waste unless DUG is in possession of, and in compliance with, a valid permit issued as required by law and shall only proceed with the knowledge and supervision of the Denver Department of Environment.

7) DUG must maintain and make available to the City all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The City reserves the right to inspect the CG Sites in Parks, DUG records for compliance with federal, state, and local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by the City to appropriate regulatory agencies, as required by applicable law. DUG will be liable for the payment of any fines and penalties which may accrue as a result of the actions of DUG.

8) DUG shall comply with all requirements of the Federal Water Pollution Control Act, the National Pollutant Discharge Elimination System (NPDES), and any applicable State or local requirements, including the City's MS4 Storm Water Permit.

9) DUG shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. DUG must provide at its own expense such hazardous waste storage facilities not located on City-owned property which comply with all laws and regulations as it may need for such storage. Notwithstanding any other provisions of this Agreement, DUG shall not store or otherwise allow hazardous waste to remain at the CG Sites in Parks without the express written consent of the Director.

10) DUG shall not, under any circumstances, use, own, possess or allow the presence of any nuclear or radioactive material at the CG Sites in Parks.

11) Any violation of the requirements and restrictions of this paragraph 7.D. shall be deemed a material breach of this Agreement.

E. Permits, Licenses, Taxes, Charges and Penalties. DUG agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required

licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

F. Liens and Other Encumbrances. DUG shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of DUG, either pursuant to C.R.S. § 38-26-107 or by any other authority. DUG shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. DUG shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to the CG Sites or the surrounding Parks under this Agreement. DUG will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this paragraph. The DUG's obligations set out in this section shall survive the termination of this Agreement.

G. Discrimination. DUG agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on the board of directors of DUG and its activities and actions relating to the CG Sites in Parks. In connection with the performance under this Agreement, DUG 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 further agrees to insert the foregoing provision in all subcontracts it may enter.

H. Use, Possession Or Sale Of Alcohol or Drugs. DUG, its officers, agents, and employees, shall cooperate and comply with the provisions of Executive Order No. 94 and

Attachment A thereto concerning the non-medically necessary use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring DUG personnel from City facilities or participating in City operations.

I. Illegal Uses. DUG agrees not to use, or permit to be used, the CG Sites or the surrounding Parks for any purpose whatsoever prohibited by the laws of the United States or the State of Colorado or the Charter, ordinances, rules and regulations, or policies of the City and County of Denver.

J. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

K. Compliance with Law: DUG shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America, the State of Colorado, and the City and County of Denver.

L. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

## 8. LIABILITY.

### A. Insurance.

1) General Conditions. DUG agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services pursuant to this Agreement. DUG shall keep the required insurance coverage in force at all times during the Term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. 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. Each policy shall contain a valid provision or endorsement requiring notification to the



City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the City as specified in the notices section of the Agreement. Such notice shall reference the City contract number listed on the signature page of the Agreement. Said 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 such written notice is unavailable from the insurer, DUG shall provide written notice of cancellation, non-renewal and any reduction in coverage to the City as specified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by DUG. DUG 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 DUG. DUG 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.

2) Proof of Insurance. DUG shall provide a copy of this Agreement to its insurance agent or broker. DUG may not commence services or work relating to the Agreement prior to placement of coverage required under this Agreement. DUG certifies that the certificate of insurance attached as **Exhibit B**, 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 DUG'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 additional proof of insurance, including but not limited to policies and endorsements.

3) Additional Insureds. For Commercial General Liability and Business Auto Liability, DUG's insurer(s), and any contractors' insurer(s), shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

4) Waiver of Subrogation. For all coverages required by this Agreement, the DUG's insurer shall waive subrogation rights against the City.

5) Contractors and Consultants. All contractors and consultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of DUG. DUG shall include all such contractors and consultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such contractors and consultants maintain the required coverages. DUG agrees to provide proof of insurance for all such contractors and consultants upon request by the City.

6) Workers' Compensation/Employer's Liability Insurance. DUG 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. DUG expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of DUG's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date DUG executes this Agreement.

7) Commercial General Liability. DUG 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.

8) Business Automobile Liability. DUG 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 performing under this Agreement.

9) Additional Provisions.

a) For Commercial General Liability, the policy must provide

the following:

i) That this Agreement is an Insured Contract under the policy;

ii) Defense costs are outside the limits of liability;

iii) A severability of interests or separation of insureds (insured vs. insured exclusion); and

iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

b) 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.

c) For claims-made coverage, DUG shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At DUG's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, DUG shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**B. Defense & Indemnification.**

1) DUG hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to DUG's performance or failure to perform this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of DUG and its employees, volunteers, or DUG's contractors or consultants, either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

2) DUG's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has

been filed in court on the Claim. DUG's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

3) DUG shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

4) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of DUG under the terms of this indemnification obligation. DUG shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

C. Colorado Governmental Immunity Act. DUG understands and agrees that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

9. **STATUS AND AUTHORITY OF DUG; POLITICAL ACTIVITY.**

A. Independent. DUG and the City acknowledge and agree that the status of DUG shall be that of a private, nonprofit corporation cooperatively working with the City as an independent contractor solely for the purposes set forth in this Agreement. It is not intended, nor shall it be construed, that DUG's personnel are employees of the City and County under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

B. Limited Authority. The scope of authority DUG may exercise shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. DUG shall have no authority to avoid, modify, or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers.

C. Contracts. This Agreement shall not be construed to grant DUG the right or power to bind, or to impose liability upon, the City through any contracts or agreements DUG

may make unless the prior, written approval of the Director is obtained and the contract or agreement is in accordance with the City Charter and all applicable City ordinances and regulatory requirements. All contracts or agreements made by DUG shall be in its own name and not in the name of the City.

D. Non-Profit Status. DUG shall at all times take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a nonprofit corporation that qualifies as a tax exempt entity under section 501(c)(3) of the Internal Revenue Code (or any successor provision).

E. Political Activity. Fees paid to DUG under this Agreement and the CG Sites or the surrounding Parks shall not be used by DUG in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat, or final content of any legislation or ballot proposal. The foregoing shall not in any way limit DUG's right to conduct such activities using other funding sources or outside of the CG Sites and surrounding Parks (subject to any limitations due to its status as a 501(c)(3) organization).

10. **TERMINATION; CASUALTY & SURRENDER OF CG SITES.**

A. Termination for Breach. The City shall have the right to terminate this Agreement and may repossess any or all of the CG Sites in Parks, in the event of a substantial, flagrant, or persistent breach or default by DUG under this Agreement, unless the breach or default, specified in written notice to DUG, has been properly and completely cured within the time specified in the notice provided by DPR to DUG.

B. Casualty. In the event any CG Site in a Park or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, through no fault of DUG, and to the extent the CG Site is rendered largely unusable, without major repair or replacement, as a community garden, DUG may, but shall not be obligated to, repair or replace such damaged or destroyed portions subject to the approval by the Director's Rep of the proposed plan for repair or replacement. In the event DUG elects, by written notice, not to proceed with the repair or replacement at the CG Site in a Park or should fail to proceed with such repair or replacement within six (6) months after the damage or destruction, then the authorization to utilize said CG

Site in a Park under this Agreement shall automatically terminate.

C. Surrender of CG Sites; Restoration and Repairs. DUG agrees to promptly deliver up and surrender to DPR possession of all of the CG Sites in Parks at the expiration or termination of this Agreement or upon cessation of use of any CG Site. DUG shall restore irrigation systems for the CG Site and replace turf on the CG Site. DUG shall also repair any other damage to the CG Site that was caused by the fault of DUG or other persons permitted by DUG to enter and use said CG Site in a Park or any portion thereof. Fences, sheds, tools, equipment and other materials placed by DUG in the CG Sites in Parks (but excluding any permanent improvements) shall remain the property of DUG, and DUG shall promptly remove the same at the expiration or termination of this Agreement. Any other costs or expenses incurred by DPR in restoring surrendered CG Sites in Parks shall be paid by City.

D. When Rights and Remedies Not Waived: In no event shall any action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or condition or any default which may then exist on the part of DUG, and the taking of any such action when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

11. **NOTICES.** Notices concerning the termination or extension of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made by the City to DUG at the address set forth on the first page of this Agreement and by DUG to:

Executive Director  
Department of Parks and Recreation  
City and County of Denver  
201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or

upon placing the notice the United States mail or with the courier service. Coordination and other liaison contacts between the Director's Rep and DUG's Rep may be made by email or other means agreed to by the Director's Rep and DUG's Rep.

12. **GENERAL PROVISIONS.**

A. **City Financial Commitments.** Financial commitments of the City to make any contract or do anything binding on or impose upon the City any liability to pay or expend funds are contingent upon a definite amount of money having been identified in a current appropriation, or in a fund not subject to appropriation, for the liquidation of all pecuniary liabilities so incurred. The City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

B. **Examination of Records.** DUG agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of DUG, involving this Agreement.

C. **Assignment & Subcontract.** Unless otherwise expressly provided in this Agreement, DUG covenants and agrees that DUG will not assign or transfer DUG's rights and obligations hereunder without first obtaining the written consent of the Director. Such consent may be granted or denied at the sole and absolute discretion of said Director and shall be subject to such terms and conditions as imposed by the Director. Subcontracting services performed or goods provided at CG Sites in Parks shall be subject to the approval of the Director's Rep. Any attempt by DUG to assign or transfer DUG's rights and obligations under this Agreement without such prior written consent of the Director is ineffective and void, and in no way binding on the City. In such event, the Director may elect, at the discretion of said Director, to terminate this Agreement and all rights of DUG under this Agreement and/or to seek such other remedies available to the City under law

D. **No Third Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of

action to or by any third person or entity. Any person other than the City or DUG receiving any benefits under this Agreement shall be deemed to be an incidental beneficiary only.

E. Integration & Amendments. This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

F. Severability. If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

G. Conflict of Interest: No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and DUG shall not hire, or contract for services with, any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

H. Successors in Interest: Each and every one of the benefits and burdens of this Cooperative Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon any lawful assigns or successors in interest of the Parties hereto.

I. Claims. In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against DUG related in any way to this Agreement, DUG shall give written notice thereof to the City within ten (10) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date



and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by DUG. Such written notice shall be delivered either personally or by mail to the address of the City specified in the notice provision of this Agreement.

J. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

K. Survival of Certain Provisions. The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, DUG's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

L. City Execution of Agreement. This Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council by ordinance, if so required by the City Charter, and fully executed by all signatories of the City and County of Denver.

M. Legal Authority.

1) DUG and the City each 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 DUG and the City, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement on behalf of DUG and the City and to validly and legally bind DUG and the City to all the terms, performances and provisions 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 DUG or the persons signing the Agreement to enter into this Agreement. The City shall not be obligated for any performance of the provisions of this Agreement after the City has

suspended or terminated this Agreement as provided in this paragraph.

N. Counterparts of the Agreement: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and each of such counterparts will constitute one and the same instrument.

O. Electronic Signatures and Electronic Records. DUG 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:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PARKS-201521600-00

Contractor Name: Denver Urban Gardens

By: 

Name: MICHAEL BUCHENAU  
(please print)

Title: EXECUTIVE DIRECTOR  
(please print)

ATTEST: [if required]

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

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

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



## **Exhibit A**

### **Eddie Maestas Community Garden**

#### **Legal Description**

Lots 12 through 16 inclusive,  
Block 83,  
East Denver, partly in what is commonly known and called Davis Addition and  
partly in what is commonly known and called Stecks Addition to Denver,  
City and County of Denver,  
State of Colorado.

Except that portion of Lots 12 through 16 that is dedicated right-of-way for  
Broadway.

## Lakewood Gulch Community Garden

### Legal Description

A parcel of land being a portion of Lots 1 through 4, Block 2, Knox Addition To Denver and vacated Utica Street located in the NW1/4 of Section 6, Township 4 South, Range 68 West of the 6<sup>TH</sup> Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Northeast corner of said Block 2; Thence S0°06'39"E, along the East line of said Block 2, a distance of 41.41 feet; Thence S89°31'39"E, a distance of 23.17 feet to the Point of Beginning; Thence S6°56'49"E, a distance of 57.23 feet; Thence S67°58'13"W, a distance of 14.45 feet; Thence S73°52'33"W, a distance of 10.50 feet; Thence S76°19'17"W, a distance of 10.48 feet; Thence S80°12'16"W, a distance of 31.34 feet; Thence S84°14'49"W, a distance of 10.43 feet; Thence S87°44'07"W, a distance of 10.40 feet; Thence N88°55'45"W, a distance of 10.61 feet; Thence N86°16'46"W, a distance of 21.10 feet; Thence N80°07'06"W, a distance of 33.92 feet; Thence N76°37'36"W, a distance of 18.20 feet; Thence N72°08'56"W, a distance of 21.57 feet; Thence N1°27'14"E, a distance of 57.71 feet; Thence S89°31'39"E, a distance of 180.26 feet; to the Point of Beginning.

## **Lowell Street Community Garden**

### **Legal Description**

Lots 5 through 10 inclusive,  
Block 68,  
P.T. Barnum's Subdivision to the City of Denver,  
City and County of Denver,  
State of Colorado.

## New Freedom Community Garden

### Legal Description

A parcel of land being a portion of Lots 11 through 20, Block 5 Abbotsford 2<sup>nd</sup> Filing located in the NE1/4 of Section 4, Township 4 South, Range 67 West of the 6<sup>TH</sup> Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Lot 20; Thence S89°58'06"E, along the North line of said Lot 20, a distance of 6.00 feet to the Point of Beginning; Thence S89°58'06"E, continuing along said North line of Lot 20, a distance of 83.92 feet; Thence S49°26'33"E, a distance of 21.50 feet; Thence S21°52'16"W, a distance of 95.32 feet; Thence S52°53'05"E, a distance of 19.59 feet; Thence S20°55'01"W, a distance of 34.28 feet; Thence S30°33'53"W, a distance of 48.76 feet; Thence S33°05'42"W, a distance of 63.13 feet; Thence S90°00'00"W, a distance of 8.87 feet; Thence N0°00'00"E, a distance of 241.20 feet to the Point of Beginning.



## Rosedale Community Garden

### Legal Description

A parcel of land located in the NW1/4 of the SE1/4 of Section 27, Township 4 South, Range 68 West of the 6<sup>TH</sup> Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the intersection of the South right-of-way line of E. Iliff Ave. and the West right-of-way line of S. Logan St.; Thence  $S0^{\circ}19'34''E$ , along said West right-of-way line of S. Logan St., a distance of 392.86 feet; Thence  $S89^{\circ}40'26''W$ , departing said West right-of-way line, a distance of 31.08 feet to the Point of Beginning; Thence  $S0^{\circ}02'49''E$ , a distance of 208.24 feet; Thence  $S89^{\circ}26'23''W$ , a distance of 26.37 feet; Thence  $S0^{\circ}03'52''E$ , a distance of 47.98 feet; Thence  $S49^{\circ}02'50''W$ , a distance of 31.00 feet; Thence  $S62^{\circ}50'32''W$ , a distance of 32.15 feet; Thence  $S72^{\circ}22'20''W$ , a distance of 31.13 feet; Thence  $S88^{\circ}00'11''W$ , a distance of 32.01 feet; Thence  $N81^{\circ}06'30''W$ , a distance of 31.28 feet; Thence  $N66^{\circ}06'46''W$ , a distance of 31.84 feet; Thence  $N52^{\circ}28'21''W$ , a distance of 42.63 feet; Thence  $S89^{\circ}35'18''W$ , a distance of 32.96 feet; Thence  $N0^{\circ}06'46''E$ , a distance of 275.16 feet; Thence  $S86^{\circ}25'51''E$ , a distance of 266.58 feet to the Point of Beginning.

## Ruby Hill Community Garden

### Legal Description

A parcel of land being a portion of Block 25 Manchester Heights located in the SE1/4 of Section 21, Township 4 South, Range 68 West of the 6<sup>TH</sup> Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Block 25; Thence S0°14'23"E, along the West line of said Block 25, a distance of 85.78 feet; Thence N89°45'37"E, a distance of 59.00 feet to the Point of Beginning; Thence N88°36'58"E, a distance of 18.85 feet; Thence S70°20'59"E, a distance of 20.28 feet; Thence S50°43'02"E, a distance of 19.81 feet; Thence S29°05'01"E, a distance of 19.98 feet; Thence S10°51'22"E, a distance of 20.68 feet; Thence S13°39'03"W, a distance of 19.92 feet; Thence S34°03'14"W, a distance of 18.97 feet; Thence S55°58'11"W, a distance of 18.93 feet; Thence S70°13'49"W, a distance of 19.01 feet; Thence S1°11'14"W, a distance of 9.97 feet; Thence N88°51'35"W, a distance of 12.63 feet; Thence N4°11'31"W, a distance of 9.62 feet; Thence N75°36'20"W, a distance of 19.42 feet; Thence N51°33'09"W, a distance of 20.40 feet; Thence N36°39'29"W, a distance of 20.36 feet; Thence N9°49'37"W, a distance of 18.67 feet; Thence N2°05'41"E, a distance of 20.13 feet; Thence N29°46'13"E, a distance of 20.14 feet; Thence N53°39'07"E, a distance of 20.57 feet; Thence N69°29'39"E, a distance of 19.60 feet to the Point of Beginning.

## **Stapleton Greenway Community Garden**

### **Legal Description**

A parcel of land being a portion of Greenway Park located in the SE1/4 of the NW1/4 of Section 33, T3S, R67W, of the 6<sup>TH</sup> P.M., City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the northwest corner of said SE1/4 of the NW1/4 monumented by a 3.25" aluminum cap marked "URS PLS 20683, 2003", from which the northeast corner of said SE1/4 of the NW1/4 monumented by a 1" drill steel in a Denver Range Box, bears N89°33'54"E, a distance of 1322.05 feet; Thence N89°33'54"E, along the north line of said SE1/4 of the NW1/4, a distance of 476.39 feet; Thence S0°26'06"E, a distance of 77.60 feet to the Point of Beginning; Thence N84°55'33"E, a distance of 56.00 feet to a point on a curve; Thence southerly on said curve the center of which bears S76°05'56"W, a distance of 115.62 feet, having a central angle of 82°23'33", a radius of 115.62 feet, an arc length 166.26 feet; Thence N32°03'45"W, a distance of 56.00 feet to a point on a curve; Thence northeasterly on said curve the center of which bears N56°18'03"W, a distance of 458.91 feet, having a central angle of 11°43'48", a radius of 458.91 feet, an arc length 93.95 feet to the Point of Beginning. Said parcel contains 8709 square feet or 0.20 acres more or less.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2015

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

<b>PRODUCER</b> Taggart and Associates, Inc 1600 Canyon Boulevard P. O. Box 147 Boulder CO 80306	<b>CONTACT NAME:</b> Plus SBA	
	<b>PHONE (A/C, No., Ext):</b> (303) 442-1484	<b>FAX (A/C, No.):</b> (303) 442-8822
<b>E-MAIL ADDRESS:</b> rcasey@taggartinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Insurance		18058
<b>INSURER B:</b> Owners Insurance Co		32700
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 15.16 Master                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHFK1276535	2/17/2015	2/17/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Incident \$
B	AUTOMOBILE LIABILITY			4434581201	2/17/2015	2/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB449631	2/17/2015	2/17/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Eddie Maestas Community Gardens  
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects their interest in regard to General Liability, per written contract.

<b>CERTIFICATE HOLDER</b>  City & County of Denver Department of Parks & Recreation 201 West Colfax Avenue Department 613 Denver, CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Regina Casey/KMG <i>Regina M. Casey</i>