

FUNDING SUPPORT AGREEMENT

THIS FUNDING SUPPORT AGREEMENT (“Agreement”) by and between **THE GREENWAY FOUNDATION** (the “Grantor” or “The Greenway Foundation”), a Colorado nonprofit corporation, whose principal place of business is 5299 DTC Blvd., Suite 710, Greenwood Village, CO 80111, and the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing by virtue of Article XX of the *Constitution of the State of Colorado*, (hereinafter, the "City" or the “Grantee”), acting by and through the Departments of Parks and Recreation and Public Works.

RECITALS:

- A. The mission of the River Vision Implementation Plan (RVIP) is to:
- Maximize the health and safety of the South Platte River corridor for Greenway users.
 - Improve ecological health and sustainability of the South Platte River corridor.
 - Enhance visibility and accessibility to the South Platte River corridor for the public.
 - Continue the environmental and economic transformation of the South Platte River corridor.
 - Identify and expand resource opportunities and partnerships to implement the South Platte River corridor vision.
- B. The initial effort to implement the RVIP recommendations - is to design and construct improvements in the Overland Regional Park (also known as Grant-Frontier Park) and Johnson-Habitat Park/Vanderbilt Park (“Improvements”), hereinafter referenced as the RVIP Phase 1 Project. These parks are owned by the City.
- C. At the time of this Agreement, it is estimated that the overall cost to implement and complete the RVIP Phase 1 Project is \$16,126,830.
- D. The Greenway Foundation is a nationally accredited organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the “Code”), and is a publicly supported charitable organization within the meaning of Section 170(b)(1)(A)(vi) of the Code.

- E. The City is a governmental entity exempt from federal taxes.
- F. The Greenway Foundation has received various monies as partial funding for implementation of specified aspects of the RVIP and wishes to pass through certain funding to the City to implement the RVIP Phase 1 Project. If The Greenway Foundation determines to further assist in the funding and implementation of RVIP Phase 1 Project, the Parties may amend this Agreement as to how such Greenway Foundation funding assistance is to be utilized.
- G. The RVIP Phase 1 Project will be implemented by the City with funding provided under this Agreement and numerous other sources.

NOW THEREFORE, in consideration of the terms of this Agreement, the parties hereto agree as follows:

1. FUNDING ASSISTANCE.

- a. The Greenway Foundation solicited and received funding to assist the City in the implementation of certain aspects of the RVIP, as identified in **Exhibit A Greenway Foundation Support for the RVIP Phase 1 Project**, attached and incorporated by reference herein.
- b. The Greenway Foundation hereby agrees to provide funding support to the City in the amount of **TWO MILLION TWO HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,272,750)** to be used to partially fund the City's implementation of the RVIP Phase 1 Project as described herein, payable as follows: \$250,000 as an in-kind grant representing the completed 30% design for the Grant-Frontier/Overland/Florida Avenue Boat Chute Project and \$2,022,750 will be paid in cash as reimbursement for costs reasonably and necessarily incurred by the City to complete the City's Responsibilities under this Agreement.
- c. The financial support provided by The Greenway Foundation from the Shattuck Funds requires proof of a minimum of a 1:1 match by the time funds are remitted by the Colorado Department of Public Health and Environment. The various anticipated funding sources and expenditure schedule for the RVIP Phase 1 Project are set out in **Exhibit B River Vision Implementation Plan Phase I Project**,

Anticipated Funding (March 14, 2013) and Timeline, incorporated by reference herein, which evidences the required match.

- d. The City may designate the funds other than Shattuck and Shattuck matching funds specified in Exhibit B as matching funds for the City to secure additional funding.
- e. It is expressly understood and agreed that if any obligation is imposed on the City to make payments to any party as a result of this Agreement, then such obligation shall only extend to monies appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The Greenway Foundation acknowledges that (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 debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.
- f. The Greenway Foundation's participation in this Agreement is based upon City representations, upon such representations The Greenway Foundation relies, that the full anticipated budget for this project is \$16,126,830 and that the City will seek City Council commitment of the funds listed in Ex B. The City will request the Denver City Council to appropriate, pay into the Treasury of the City, and encumber for the purposes of this Agreement the funds specified in Exhibit B for future years.
- g. The Greenway Foundation represents, upon which representation City relies, that it has received approval from the State of Colorado for a grant to The Greenway Foundation to assist funding the City for performance of portions of the Colorado Water Conservation Board Grant, Routing #51882, Contract # C150509 ("CWCB Grant"), copy attached as **Exhibit C** and incorporated by reference herein.
- h. The Greenway Foundation represents, upon which representation City relies, that it has received approval from the State of Colorado for a subgrant to assist funding the City for performance of portions of the Colorado Department of Public Health and Environment Grant, Routing #13FEA 41026, PO FEA HAZ 1341026 ("Shattuck Grant"), copy attached as **Exhibit D** and incorporated by reference

herein. Denver represents, upon which representation The Greenway Foundation relies, that the funding sources set forth in Exhibit B will be available to match, by the time such funds are remitted by CDPHE, \$1,743,597 to satisfy condition (3) of the *Colorado Natural Resource Trustee Resolution (October 13, 2011) Concerning Greenway Foundations' Proposal for Administration of Shattuck Chemical Natural Resource Damages Funds*.

2. **COORDINATION AND LIAISON.** The Greenway Foundation agrees that, during the term of this Agreement, all responsibilities of the City hereunder shall be coordinated through the Managers of the Parks Department and Public Works Department (the "Managers") or the Managers' designated representatives. Any and all provisions, representations and terms set forth in the RECITALS above are incorporated into this Agreement by reference.
3. **TERM.** This Agreement shall become effective as of the date of execution and shall remain in effect until March 31, 2016 unless terminated sooner as provided herein.
4. **THE GREENWAY FOUNDATION RESPONSIBILITIES.**
 - a. The Greenway Foundation has provided City with a copy of each of The Greenway Foundation Funding Support Agreements listed in Exhibit A and will provide the City with a copy of any amendments, modifications, or revisions of same in a timely manner.
 - b. As more specifically set forth in **Exhibit E Scope of Work and Responsibilities** (the "Work"), incorporated by reference herein, The Greenway Foundation shall:
 - (i) prepare and submit all reports and meet all reporting requirements of The Greenway Foundation Funding Support Agreements; (ii) provide all administrative and liaison activities required or incidental to The Greenway Foundation Funding Support Agreements; (iii) submit the City's requests for reimbursement of costs incurred pursuant to this Agreement, within 30 days after receipt, to the Colorado Water Conservation Board and the Colorado Department of Public Health and Environment; and, (iv) reimburse the City within sixty (60) days of the date of The Greenway Foundation receipt of payment in regard to each reimbursement request.
 - c. The Greenway Foundation has provided to the Managers a copy of the 30% complete design drawings for the Grant-Frontier Park, Pasquinel's Landing Park,

River access and boat launch just south of West Florida Avenue, riparian habitat along the River from West Dartmouth Avenue to West Florida Avenue; and, fish habitat adjacent to river banks for both game fish and high planes fish.

- d. Within 24 hours of receipt, The Greenway Foundation shall provide to the City a copy of any stop work order and/or notice of termination or expiration issued by a funding source pertaining to any of the Greenway Foundation Funding Support Agreements.

5. CITY RESPONSIBILITIES.

- a. The City and its employees, agents, contractors, and subcontractors will generally provide planning, design, construction, and construction oversight of the RVIP Phase 1 Project, as more specifically set forth in **Exhibit E Scope of Work** (the "Work"). The Work will be performed in accordance with the requirements of each of The Greenway Foundation Funding Support Agreements, except as set forth herein, as well as industry standards and practice and in compliance with all applicable federal, state and local health, safety and environmental statutes, laws, ordinances, regulations, and rules. The construction portion of the Work shall be *substantially complete* by June, 2015; and the City will provide information for TGF's closeout reports within nine (9) months following *final completion*, as those terms are defined in the City and County of Denver Department of Aviation, Department of Public Works Standard Specifications for Construction, General Contract Conditions, 2011 Edition (also known as the Yellow Book).
- b. The City shall be the contracting authority for any portion of the Work which it contracts.
- c. City will provide or make available, once monthly, information necessary for The Greenway Foundation to report to its funding sources as required by The Greenway Foundation Funding Support Agreements and to close out The Greenway Foundation's Funding Support Agreements requirements.
- d. City shall submit reimbursement requests once monthly, in a form acceptable to The Greenway Foundation, and shall accompany each request with the following: (1) copies of all time sheets for work to be reimbursed; (2) copies of all invoices from City's contractors; (3) copies of all materials receipts.

6. City shall supervise, direct, control, pay, and be responsible for all employees, agents, contractors and subcontractors, and will only utilize those in the business of providing the services and material necessary to complete the RVIP Phase 1 Project.
7. **INDEPENDENT STATUS.** In performing the Work, the City and its employees, agents, contractors and subcontractors are not acting as an agent, servant or employee of The Greenway Foundation. The City is solely responsible for necessary and adequate Workers' Compensation insurance, to the extent required by law. The City and its employees, agents, contractors and subcontractors are not entitled to unemployment insurance benefits from or attributable to The Greenway Foundation.
8. **COMPLIANCE WITH LAWS, RELEASES, LICENSES, PERMITS.** The City shall observe and comply with all applicable federal, state and local laws. The City shall obtain all releases, licenses, permits and other authorizations required to perform the Work under this Agreement.
9. **CONFIDENTIALITY.**
 - a. The Greenway Foundation agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business proprietary information of the City which The Greenway Foundation learns during the course of its performance of this Agreement, without the prior written consent of the City. This obligation shall survive the cancellation or other termination of this Agreement.
 - b. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2010), and that in the event of a request to the City for disclosure of such information, the City shall advise the The Greenway Foundation of such request in order to give The Greenway Foundation the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and The Greenway Foundation may intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Greenway Foundation further agrees to defend, indemnify and save and hold

harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of The Greenway Foundation's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

10. EXAMINATION OF RECORDS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of The Greenway Foundation, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

Any authorized agent of The Greenway Foundation has the right to access and the right to examine any pertinent books, documents, papers and records of the City, subject to any and all provisions regarding confidentiality, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

11. FLOWDOWN REQUIREMENTS.

- a. The provisions of the CWCB Grant are expressly required of the City as subgrantee under such Grant EXCEPT that the City shall not indemnify, save, nor hold harmless the Greenway Foundation nor the State, its employees and agents for any act or omission of the City; and further EXCEPT that Sections 21 (J), (K) and (L) of the CWCB Grant are not applicable to this Agreement; and further EXCEPT as the Parties specifically allocate CWCB Grant responsibilities herein.
- b. The provisions of the Shattuck Grant are expressly required of the City as subgrantee under such Grant EXCEPT that the City shall not indemnify, save, nor hold harmless the Greenway Foundation nor the State, its employees and agents for any act or omission of the City; and further EXCEPT as the Parties specifically allocate Shattuck Grant responsibilities herein.
- c. The City shall require its contractors to perform in accordance with the terms and conditions of the CWCB and Shattuck grants, including insurance and the City

shall incorporate those terms and conditions into its contracts to perform the work under this Agreement.

12. REPORTS AND RECORDS.

a. The Greenway Foundation retains primary responsibility for all administrative, reporting and liaison obligations under each of the Funding Agreements listed in Exhibit A. City agrees to provide The Greenway Foundation with information once monthly, to satisfy The Greenway Foundation's reporting obligations under such grants.

13. CHANGES. The parties may modify this Agreement upon mutual agreement evidenced by an Amendatory Agreement executed in the same manner as this Agreement.

14. TERMINATION. Either party may terminate this Agreement with cause by providing notice of intent to terminate for cause, and will give ten (10) days from the date the notice was sent to cure the default. Upon termination of the Agreement, the Manager may nevertheless complete the Work with other funding.

15. PROPERTY RIGHTS. Upon successful completion of the Work in accordance with the Agreement, or upon the City's termination of the Agreement for cause, any and all interest The Greenway Foundation has or may have in the title to and ownership of all improvements, Work, Materials and supplies purchased or paid for with funds under this Agreement shall vest in the City. The Parties shall cooperate in the preparation and execution of any documentation necessary to transfer title and ownership of such property.

16. INTELLECTUAL PROPERTY RIGHTS.

a. The Parties intend that any and all interest The Greenway Foundation has or may have in all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the City and paid for by The Greenway Foundation pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The

City shall disclose all such items to The Greenway Foundation for such rights to attach, and failing to do so, no such rights shall attach.

- b. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall be the nonexclusive property of the City at the time the Materials are created.
- c. To the extent that the Materials are not a “work made for hire,” The Greenway Foundation (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity upon full and complete performance of the Work in accordance with this Agreement, and all provisions of the Greenway Foundation Funding Support Agreements.
- d. The Greenway Foundation, under a 2011 contract with the Colorado Water Conservation Board, completed a 30% design, valued at \$250,000, for certain aspects of Phase 1 of the RVIP Phase 1 Project, namely the Grant-Frontier Park, Pasquinel’s Landing Park, River access and boat launch just south of West Florida Avenue, riparian habitat along the River from West Dartmouth Avenue to West Florida Avenue; and, fish habitat adjacent to river banks for both game fish and high planes fish. Any and all interest the Greenway Foundation has or may have in all property rights to the 30% design and related documents, specifications and data on any media whatsoever (collectively, “Materials”), are hereby assigned and transferred to, and shall belong to, the City and the City may use these documents in any manner it deems appropriate.
- e. The Greenway Foundation, under a 2012 contract with the Colorado Water Conservation Board is providing funding for 100% construction design documents in the amount of \$395,000, for certain aspects of the RVIP Phase 1 Project, namely the Grant-Frontier Park, Pasquinel’s Landing Park, River access and boat launch just south of West Florida Avenue, riparian habitat along the River from West Dartmouth Avenue to West Florida Avenue; and, fish habitat adjacent to river banks for both game fish and high planes fish.

17. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. This Agreement is intended as the complete integration of all understandings between the parties as to the RVIP Phase 1 Project. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

18. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS. The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Greenway Foundation's obligations for preserving confidentiality of trade secrets and other information 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.

19. ASSIGNMENT & SUBCONTRACTING. Neither party shall have the right or power to assign its rights or obligations hereunder without the express written consent of the other. Any attempt to do so without such consent shall be null and void and shall give the other party the right to cancel and terminate this Agreement. In the event consent is properly given, the provisions of this Agreement shall bind and benefit the parties hereto and their successors and assigns.

Greenway Foundation acknowledges that the City will perform the Work through various employees, agents, contractors and subcontractors, which does not require

further approval. City shall remain fully responsible to The Greenway Foundation for the City's performance under this Agreement even though some aspects thereof are performed by others serving the City as independent contractors. The Greenway Foundation's responsibilities under this Agreement are limited to paragraph [redacted] and The Greenway Foundation is not liable for any negligence of the independent contractors retained by the City or any claims, damages expenses, losses or costs arising from any of City's contractors or subcontractors.

20. INSURANCE. The City is a public entity within the meaning of the Colorado Governmental Immunity act (CGIA), section 24-10-101, et seq., C.R.S., as amended. The parties 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 protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Therefore, at all times during the term of this Agreement, including any renewals or extensions, City shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA including coverage for Workers' Compensation and Employers' Liability, Commercial General Liability and Auto Liability. When the City uses the services of such independent contractors, City shall require such independent contractors to obtain, at a minimum, the insurance coverage required by the CWCB and Shattuck Grants, namely: _____, listing both The Greenway Foundation and each Greenway Foundation Funding Support Agreement Source as an additional insured and loss payee.

Evidence of self-insurance or other insurance coverage shall be provided by the City's Risk Administrator upon request.

21. NOTICES. All notices or other communications shall be in writing to the addresses listed below and shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, Return Receipt Requested. Mailed notice shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

The Greenway Foundation, Inc.
Attn: Jeff Shoemaker, Executive Director
5299 DTC Blvd, Suite 710 _____
Greenwood Village, CO 80111

And the City at:

Manager, Department of Parks
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

and

Manager of Public Works (or Designee)
201 West Colfax Avenue, Dept. 604
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock Street, Suite 353
Denver, Colorado 80202

22. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any action by one party hereunder constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other party, and one party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the one party 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 the Agreement shall be deemed or taken to be a waiver of any other breach.

23. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, both parties agree 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 both parties further agree to insert the foregoing provision in all subcontracts hereunder.

- 24. CONFLICT OF INTEREST.** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Greenway Foundation further agrees not to hire or contract for services any official, officer, or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.8, 1.2.9 and 1.2.12.
- 25. GOVERNING LAW, VENUE.** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.
- 26. LEGAL AUTHORITY.** The Greenway Foundation 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. The person or persons signing and executing this Agreement on behalf of The Greenway Foundation do hereby warrant and guarantee that he/she or they have been fully authorized by The Greenway Foundation to execute this Agreement on behalf of The Greenway Foundation and to validly and legally bind The Greenway Foundation to all the terms, performances and provisions herein set forth.
- 27. 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 Greenway Foundation, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but

not limited to subcontractors, subconsultants and suppliers. It is the express intention of the City and The Greenway Foundation that any person other than the City or The Greenway Foundation receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28. SEVERABILITY. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

29. 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.

30. COUNTERPARTS OF THIS AGREEMENT. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

31. ORDER OF PRECEDENCE.

In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Greenway Foundation 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.

33. CITY EXECUTION OF AGREEMENT. The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

- Exhibit A Greenway Foundation Support for the RVIP Phase 1 Project
- Exhibit B River Vision Implementation Plan Phase I Project, Anticipated Funding (March 14, 2013) and Timeline
- Exhibit C Colorado Water Conservation Board Grant, Routing #51882, Contract # C150509
- Exhibit D Colorado Department of Public Health and Environment Grant, Routing #51882, Contract # C150509
- Exhibit E Scope of Work and Responsibilities

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SIGNATURE PAGES FOLLOW**