

## FIRST AMENDATORY AGREEMENT

**THIS FIRST AMENDATORY AGREEMENT** (this "Amendment") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **COLORADO MINERS INC.**, a Colorado nonprofit corporation ("Contractor")(collectively "the parties").

### WITNESSETH:

**WHEREAS**, the City and Contractor entered into a Cooperative Agreement dated July 27, 2010, as extended by that certain letter from the Manager of Denver Parks and Recreation Department to Colorado Miners, Inc., dated July 5, 2011 (collectively, the "Original Agreement"), to allow Contractor to utilize the City-owned Johnson Recreation Center, 4809 Race Street, Denver, Colorado to administer and provide youth and community programming at the Recreation Center; and

**WHEREAS**, the City and Contractor desire to amend the Original Agreement in order to: (i) extend the term of the Agreement, (ii) clarify each party's responsibilities with regard to repairs and maintenance, and (iii) update other language in the Original Agreement;

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

1. All references to the "Agreement" in the Original Agreement and this Amendment shall mean and include the Original Agreement and this Amendment.
2. Capitalized terms used but not defined in this Agreement shall have the meaning provided to them in the Original Agreement.
3. Subparagraph 1(b)(3) of the Original Agreement, is hereby amended to read as follows:

"Except to the extent expressly provided in this subparagraph 1(b)(3), the City shall not be required to make any repairs or improvements of any kind or character to or for the Facilities during the term of this Agreement, except repairs as may be deemed appropriate by the Department of Parks and Recreation (the "Department"). Contractor shall make, when needed and at its own expense, and without the prior consent of the Manager, all repairs to the Facilities costing Five Hundred and No/100 Dollars

10-0639-C

(\$500.00) or less per occurrence. Notwithstanding the foregoing, Contractor shall contact the Manager or his/her designee prior to performing all such repairs and the City shall have the option to (i) perform the repairs and invoice the Contractor for the cost of the repairs, (ii) contract with a City contractor to perform the repairs and invoice the Contractor for the cost of the repairs, or (iii) instruct the Contractor to perform the repairs. Contractor shall obtain written approval of the Manager or his/her designee prior to: (i) making any alterations in or additions to the Facilities, (ii) making any repairs to the Facilities costing in excess of \$500.00 per occurrence, (iii) changing any locks in the Facilities, and (iv) posting any signage on the Facilities. All repairs and maintenance conducted by Contractor must be performed in accordance with all applicable City requirements, including requirements related to construction on City property. Copies of all keys for replaced locks shall be provided, at no charge, to the Department. Subject to appropriation and availability of funds, the Department will make repairs or replacement of any portion of the Facilities that cost in excess of \$500.00 per occurrence, with the Contractor paying the first \$500.00 of such repairs or replacement; provided, however, if and to the extent that the repairs or replacement is necessitated by damages caused by the Contractor or its employees, officers, agents, volunteers, invitees, or visitors, Contractor shall be responsible for such cost. Contractor also agrees to perform Preventive Maintenance as detailed in *Exhibit C* except for those items that will be performed by City staff as indicated in *Exhibit C*.”

4. *Exhibit C*, attached to this Amendment, is incorporated into and made a part of the Agreement.

5. Per Paragraph 2 of the Original Agreement, the term of the Agreement is extended from July 27, 2012 through July 27, 2013. This renewal term is the second of the two additional one-year terms provided for in Paragraph 2 of the Original Agreement.

6. The following Paragraph 41, entitled “Electronic Signatures and Electronic Records,” is hereby added to the Agreement:

**“41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. This 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 this 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 this 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.”

7. As herein amended, the Original Agreement is affirmed and ratified in each and every particular.

**(Remainder of page intentionally left blank)**

**Contract Control Number:** PARKS-XC02065-01

**Contractor Name:** Colorado Miners, Inc

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By \_\_\_\_\_

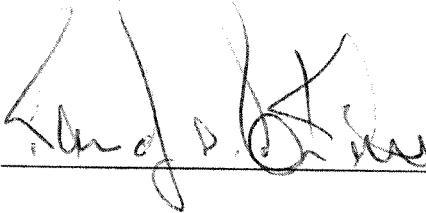
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PARKS-XC02065-01

Contractor Name: Colorado Miners, Inc

By: 

Name: Randy D. Perkins  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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



**EXHIBIT C**  
**PREVENTIVE MAINTENANCE SCHEDULE**

**(ATTACHED)**

Johnson Recreation			Preventive Maintenance Schedule
<b>HVAC</b>			
Gym, Reznor duct heater	PM Every 3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Gym evap swamp cooler	3 months	Check fan, heat exchanger, replace filters, drain pan, check water delivery devices, repair leaks, winterize system	
Game Rm evap swamp cooler	3 months	Check fan, heat exchanger, replace filters, drain pan, check water delivery devices, repair leaks, winterize system	
Multi Purpose Rm, RTU	3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Racketball RTU	3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Shower Rm Lennox furnace	3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Game Rm Lennox furnace	3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Lobby area Lennox furnace	3 months	Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat	
Game Rm exhaust fan	6 months	Change belts, lube motor and bearings, clean fan blades, motor & compartment	
Kiln rm exhaust fan	6 months	Change belts, lube motor and bearings, clean fan blades, motor & compartment	
Mens restroom exhaust fan	6 months	Change belts, lube motor and bearings, clean fan blades, motor & compartment	
Womens restroom exhaust fan	6 months	Change belts, lube motor and bearings, clean fan blades, motor & compartment	
<b>Plumbing</b>			
Backflow preventer	1 year	Test device and send report to Denver Water	
State gas water heater	3 months	Check main burner, safety pressure relief valve, temperature controller, inspect flue	
Powers water temp mixing valve	3 months	Clean thermal coil and all internal parts, test operation.	
<b>Electrical</b>			
Electrical PM	1 year	Panels; service; emergency lighting; general lighting and power	
Fire Alarm Panel	by City Staff	Test and maintenance on Fire Alarm Panel and system	
Burglar Alarm Panel	by City Staff	Test and maintenance on Burglar Alarm Panel and system	
<b>Roofing</b>			
Doors and Windows	by City Staff	Inspect roof, flashing, gutter, and downspout. Make repairs as necessary. Clean roof and gutters.	
	by City Staff	Inspect, lube all door hardware. Same with windows	