

USER AGREEMENT

This **USER AGREEMENT** (the “**Agreement**”) made and entered, effective as of the date set forth on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER** (the “**City**”), a Colorado municipal corporation, and **BIG CITY MOUNTAINEERS** (the “**BCM**”), a Colorado nonprofit corporation, whose address is 710 10th Street, Suite 120, Golden, Colorado 80401 (Attn: Elizabeth Williams, Director of Programs); which may be individually referred to herein as “**Party**” or jointly as “**Parties**”.

RECITALS

WHEREAS, BCM is a 501(c)(3) nonprofit organization responsible for the coordination and facilitation of overnight camping experiences for urban youth throughout the Denver Metro area, including resident Denver youth and participants from Denver Parks and Recreation’s Summer Day Camp; and

WHEREAS, Katherine Craig Park, a City-owned Denver Mountain Park property (the “**Park**”), has historically been used as a campground and has facilities that support camping, which Park BCM desires to utilize for camping purposes for its Summer Programs, as described in the Agreement below; and

WHEREAS, the City concurs with and supports the use of the Park for BCM’s Summer Programs and agrees to grant a permit to BCM to conduct the Summer Programs at the Park subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals stated above and the terms and conditions stated in this Agreement, the City and BCM agree as follows:

1. PERMIT. The City hereby grants at no charge to BCM, and BCM accepts, a revocable, non-transferable permit limited as provided in this Agreement for BCM to utilize the Park for its Summer Programs, as described below. No property interest, including any leasehold interest, is created or granted by this Agreement.

2. REPRESENTATIVES.

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

B. BCM Representative. BCM shall designate, in writing to the City Representative, a person associated with BCM who is directly in charge of directing BCM Summer Programs at the Park and who shall have full authority to serve as the representative for BCM for all essential communications and other contacts specified in this Agreement (“**BCM**

Representative”). BCM may designate a new BCM Representative by providing written notice to the City Representative.

3. ELEMENTS OF BCM’S SUMMER PROGRAMS AT THE PARK

A. Summer Programs. BCM provides overnight camping and outdoor recreational experience for urban youth during the summer months (“**Summer Programs**”). BCM agrees that the Summer Programs conducted in the Park will be limited to those activities approved in advance by the City Representative. As consideration under this Agreement and as part of its Summer Programs in the Park, BCM agrees to provide, at no charge to the City, three to four sessions of overnight camping and outdoor recreational experiences at the Park for youth participating in DPR’s Outdoor Recreation Program, as agreed to in writing by the Deputy Director and the BCM Representative.

B. Camping Facilities. The Summer Programs will be conducted at, or will utilize, the following facilities in the Park: the grounds, parking lots, driveways, campsites, picnic shelters, toilets, water pump, the north building (as needed for sheltering during inclement weather and for food storage and distribution), and the south building (for gear storage) (“**Camping Facilities**”). Additional facilities may be added to the list of Camping Facilities upon mutual consent between the BCM Representative and the City Representative. BCM accepts the Camping Facilities “as is” and “where is” and shall make no demands for any changes or improvements to the Camping Facilities.

C. Schedule. The Summer Programs will typically run from mid-June through mid-August, with 14 to 15 sessions each summer. The schedule for the 2016 Summer Program is attached as **Exhibit A** and incorporated herein by reference and may be replaced by a new schedule each year as specified in this Agreement (“**Schedule**”). The Schedule may be modified upon mutual agreement between the BCM Representative and the Deputy Director; provided, however, the total number of days on the Schedule shall not exceed thirty (30) days.

D. Participants & Supervision. For each Summer Programs session offered by BCM, as listed on **Exhibit A** (including those in which youth from DPR’s Outdoor Recreation Program participate), no more than forty-two (42) youths (“**Participants**”) will be on site at the Park. DPR shall be responsible for recruiting, registering and preparing paperwork for its Participants for each scheduled session and will provide one (1) staff person for every 10 Participants during the session. BCM shall be responsible for recruiting, registering and preparing paperwork for its Participants for each scheduled session. BCM will provide five (5) trained and paid staff to facilitate activities and handle camp logistics and two (2) to four (4) community volunteers. The City Representative may require any employee or volunteer of BCM to leave the Park if the City Representative determines that the employee or volunteer is in material and uncorrected violation of the terms and conditions of this Agreement.

4. DURATION, RENEWAL and REVOCATION.

A. Duration. This Agreement shall endure for the 2016 Summer Programs conducted by BCM at the Park, as such schedule is set forth in **Exhibit A**.

B. Renewal. If BCM requests in writing at least sixty (60) days in advance of the upcoming Summer Program at the Park, and if the Deputy Director concurs in a signed writing, the Schedule in **Exhibit A** may be replaced by a new Schedule for the upcoming Summer Program and this Agreement shall remain in full force and effect for the upcoming Summer Program at the Park. This Agreement may be renewed up to four (4) times. The total number of days identified on the new **Exhibit A** schedule for any single year's Summer Program may not exceed thirty (30) days. If any of the terms or conditions of this Agreement need to be changed, an amendment to this Agreement, executed in the same manner as this Agreement, is required.

C. Revocation:

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

2) The City may revoke, at its convenience, the Permit granted by this Agreement at any time following the completion of a Summer Program. If the Permit is revoked, the Agreement may not be renewed as provided in sub-section 4.B. above.

3) The City may, at any time and upon good cause, revoke the Permit granted under this Agreement for a material breach or default by BCM under this Agreement, provided that BCM shall have five (5) calendar days (or such longer time as specified by the Deputy Director) following the receipt of written notice from the City to substantially cure or rectify the breach or default. If BCM fails to substantially cure or rectify the breach or default within the specified period of time, the City shall have a right to revoke the Permit granted under this Agreement and to require that BCM to vacate the Park (if BCM is utilizing the Park at the time), repair damages to the Camping Facilities resulting from the conduct of the Summer Programs, and cover any costs the City may incur resulting from the conduct or the closure of the Summer Programs in the Park.

5. RESPONSIBILITIES OF BCM.

A. Child Care. If so required by State law, BCM shall obtain and maintain any licensing or approvals required for such an operation (“**Child Care**”) and, if so required to have such a Child Care license, BCM shall do the following: 1) BCM shall conduct all Child Care in the Camping Facilities in accordance with this Agreement and in full compliance with the rules and regulations regarding Child Care adopted by the Colorado Department of Human Services, which are in effect as of the date of such child care; 2) BCM shall maintain in good standing its state license as a Child Care provider; 3) BCM shall immediately notify the City if any investigation is commenced, or any action is taken, by any state agency in respect of such license, including without limitation, the suspension or revocation thereof; 4) BCM shall assure adequate supervision and required staff ratios at all times during the Summer Programs in the Park; and 5) BCM shall, at all pertinent times, maintain the insurance coverage required by law for such a Child Care operation.

B. Employee Restrictions; Background Checks; Indemnification.

1) With respect to operations and programs for the Summer Programs at the Park or the use of the Camping Facilities, BCM shall not hire, retain, or knowingly engage or permit the services of any employee, volunteer, agent, or subcontractor with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children. A “conviction” shall mean a plea of guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence.

2) BCM shall use every reasonable means available to confirm through a national criminal background check, that employees, volunteers, agents, or subcontractors with access to or using the Camping Facilities under this Agreement, or having contact with Participants during Day Camps, have not been convicted or charged as set forth above and shall immediately and fully inform the City if BCM becomes aware of any such conviction or charge. BCM shall provide proof of said background checks to the City upon request. If such a criminal conviction exists and BCM believes there are extenuating circumstances that should be considered, BCM may request, in writing, that the City waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Deputy Director. Failure to comply with this subparagraph or, at the City’s option, failure to promptly discharge an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the City to immediately revoke this Agreement.

3) Moving Vehicles Records checks must be conducted for all persons responsible for driving Participants to and from the Park as part of the Summer Programs.

4) Acknowledging and agreeing that the City has no meaningful control over the employees, volunteers, agents or subcontractors BCM may allow in or on the Park or to come in contact with Participants during the Summer Programs, BCM agrees to indemnify the City to the extent provided in section 6 below and to release and waive any claims or defenses which BCM could or may potentially assert against the City arising from or related to any failure to comply with this sub-section 5.B. or failure to achieve the purpose of this sub-section 5.B. to protect Participants in the Summer Programs at the Park.

C. Duty of Care; Conformance with Law. BCM shall conduct its Summer Programs in the Park in a careful, safe, and proper manner, shall not allow any damage to the Park or the Camping Facilities, and shall not engage in any uses or activities prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. BCM, along with its officers, employees, volunteers, agents, and Participants, shall comply with all applicable rules and regulations of the City’s Department of Parks and Regulation regulating use and behavior in parks or recreation facilities.

D. Release & Waiver. BCM shall obtain a fully executed and dated release and waiver from the parents or guardians of each Participant (“**Release & Waiver**”). The Release & Waiver shall essentially read as follows, unless a different form of Release & Waiver is approved by the Denver City Attorney’s Office:

“In consideration of my child being permitted to participate in a program or activity offered by Big City Mountaineers at Katherine Craig Park which is owned by the City and County of Denver, I do hereby, for my child, myself, my family, heirs and representatives, release and waive any and all legal liability claims and rights against Big City Mountaineers and the City and County of Denver and their officers, officials, employees, volunteers and agents that my child, I, my family, heirs and representatives may have for any injury, disability, death, and property damage or loss resulting from or associated with my child’s participation in a program or activity or the use of facilities or equipment at Katherine Craig Park. I have carefully read, clearly understand, and voluntarily sign this release and waiver. I acknowledge and affirm that I am over the age of 17 and that this release and waiver is legally binding.”

In the event that BCM proposes that the Participants engage in activities that go beyond, or present the possibility of greater danger than, those common associated with overnight camping and outdoor recreational experience typically provided by BCM in its Summer Programs, and these activities are approved by the Deputy Director, then a different Release & Waiver may be required. Originals of the executed Releases & Waivers shall be retained by BCM and made available for review by the City Representative upon request.

E. Emergency Action Plan. The BCM Representative shall prepare and implement, in coordination with the City Representative, an Emergency Action Plan to assure that emergency services are available for Participants when needed and that plans for an emergency evacuation from the Park are in place.

F. Basic Services to Participants. BMC agrees that it shall be solely responsible for providing all meals (breakfast, lunch and dinner) for the Participants attending the Summer Programs at the Park, as well as providing all equipment needed by the Participants, including but not limited to tents, sleeping bags, cooking gear, and activity supplies.

G. Cleaning & Maintenance. BCM shall keep the Camping Facilities and the immediately surrounding area clean and free and clear from all trash, debris, waste or stains and shall take such reasonable measures as necessary to protect the Camping Facilities, during the Summer Programs, from damage resulting from BCM’s use or activities or the use or activities of their officers, employees, volunteers, agents, and Participants. In addition, BCM agrees to clean, as needed, the Camping Facilities toilets used by its Participants and well as any indoor space utilized for the Summer Programs. At the end of each Summer Programs season, BCM agrees to provide a thorough cleaning of the area within the north building utilized by BCM.

H. Transportation. BCM agrees that it is responsible for obtaining, and paying for, transportation services needed to convey Participants to and from the Park for the purposes of the Summer Programs. All vehicles must meet federal requirements for publicly

transporting minors, and all drivers must be licensed and qualified to drive the vehicles used to transport Participants.

I. Employees. BCM shall, subject to this Agreement, select and hire its own employees and shall be solely responsible for their pay, benefits, continued employment or termination, and all other aspects of the employment relationship. BCM shall pay withholding taxes as well as unemployment compensation and workers compensation premiums for its employees and shall provide the City Representative with evidence of such compliance upon request.

J. Utilities. BCM shall not be obligated to pay any utilities costs at the Park; provided, however, should the City Representative determine that any excessive use of utility services are being made by BCM's staff, volunteers, or the Participants, the City Representative can set reasonable restrictions on the use of said utilities.

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

7. BCM'S INSURANCE.

A. General Conditions: BCM agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. BCM shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for a three-year period after expiration or revocation of this 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 DPR. Such notice shall reference the City contract number listed on the signature page of this 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, BCM shall provide written notice of cancellation, non-renewal and any reduction in coverage to DPR 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 BCM. BCM 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 BCM. BCM shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: BCM shall provide a copy of this Agreement to its insurance agent or broker. BCM 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 BCM’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require, and BCM shall promptly provide, additional proof of insurance, including but not limited to policies and endorsements, at any time.

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

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

E. Subcontractors and Subconsultants of BCM: All subcontractors and subconsultants of BCM (including independent contractors, suppliers or other entities providing goods or services to BCM at the Camping Facilities) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of BCM. BCM shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and

subconsultants maintain the required coverages. BCM agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

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

J. Additional Provisions:

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

K. Other: The insurance requirements set forth in this paragraph 7 shall survive the expiration or earlier revocation of this Agreement. The DPR Director shall have the right to suspend this Agreement, and deny BCM access to the Camping Facilities or the Park, if at any time the Director becomes aware that BCM has failed to satisfy the insurance requirements, in whole or part, set forth in this paragraph 7 and may, at the Director's discretion, terminate this Agreement if BCM fails to rectify the deficiency on the insurance requirements within a reasonable time frame, as determined by the Director.

8. APPLICABLE LAW; COMPLIANCE WITH LAWS.

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

B. No Discrimination in Employment. In connection with the performance under this Agreement, BCM 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, gender variance, marital status, or physical or mental disability; and BCM further agrees to insert the foregoing provision in all subcontracts hereunder.

C. Colorado Governmental Immunity Act. 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. and other law. All notice requirements provided by such laws shall be strictly complied with.

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

9. MISCELLANEOUS.

A. Legal Authority.

(1) BCM 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 BCM, do hereby warrant and guarantee that they have been fully authorized by BCM to execute this Agreement on behalf of BCM and to validly and legally bind BCM to all the terms, conditions, obligations, and requirements herein set forth.

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

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

C. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and BCM, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It is the express intention of the City and BCM that any person or entity other than the City or BCM receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

F. Disputes, Venue and Governing Law.

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

(2) This Agreement shall be construed and enforced pursuant to the laws of the State of Colorado and any applicable federal law, without regard to any statute or rule of law specifying a different choice of law, and pursuant to the City Charter, Denver Revised

Municipal Code, the applicable rules, regulations, and policies of the City's departments and agencies, and executive orders of the City's Mayor.

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

Executive Director of Parks and Recreation
City and County of Denver
201 W. Colfax Ave., Dept. 601
Denver, CO 80202

All notices, demands or other communications required to be given to BCM under this Agreement shall be provided in the same manner and shall become effective as stated above and shall be sent to the address set above on the first page of this Agreement.

Communications between the City Representative and the BCM Representative may be made by telephone or emails, as agreed by these two.

H. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Colorado or the City Charter or City ordinance, 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; provided, however, if the invalidated term was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with any applicable law and the judgment of the court.

I. Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the Parties pertaining to the subject matter of this Agreement. 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 any other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

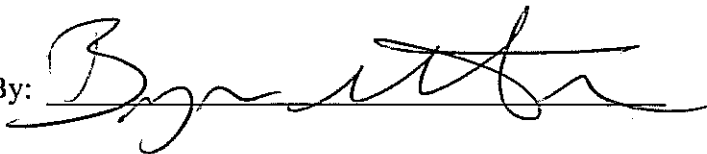
J. Final Approval. This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council, if so required, and fully executed by all signatures of the City and County of Denver.

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

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

Contract Control Number: PARKS-201627710-00

Contractor Name: Big City Mountaineers, Inc

By: 

Name: Bryan Martin
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



**Big City Mountaineers
Proposed Katherine Craig Programing Schedule 2016**

CO Overnight Program

June 8 – 10 (Staff training)
Monday, June 13 – Tuesday, June 14
Friday, June 17 – Saturday, June 18
Monday, June 20 – Tuesday, June 21
Wednesday, June 22 – Thursday, June 23
Monday, June 27 – Tuesday, June 28
Saturday, July 9 – Sunday, July 10
Monday, July 11 – Tuesday, July 12
Wednesday, July 13 – Thursday, July 14
Monday, July 18 – Tuesday, July 19
Wednesday, July 20 – Thursday, July 21
Monday, July 25 – Tuesday, July 26
Wednesday, July 27 – Thursday, July 28
Monday, August 1 – Tuesday, August 2

Received from:

Elizabeth Williams
Big City Mountaineers
Director of Programs
710 10th St. Suite 120
Golden, CO 80401
main: 303-271-9200 ext. 309
direct: 720-408-4305
cell: 720-206-5156
fax: 720-408-2599

3/30/2016



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2210842

DATE (MM/DD/YYYY)
04/21/2016

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).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> </tr> <tr> <td>PHONE (A/C No./Ext):</td> <td>888-828-8365</td> </tr> <tr> <td>FAX (A/C, No):</td> <td></td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER-A: Indemnity Insurance Co. of North America</td> <td style="text-align: right;">NAIC 43575</td> </tr> <tr> <td colspan="2">INSURER-B:</td> </tr> <tr> <td colspan="2">INSURER-C:</td> </tr> <tr> <td colspan="2">INSURER-D:</td> </tr> <tr> <td colspan="2">INSURER-E:</td> </tr> <tr> <td colspan="2">INSURER-F:</td> </tr> </table>	CONTACT NAME		PHONE (A/C No./Ext):	888-828-8365	FAX (A/C, No):		E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER-A: Indemnity Insurance Co. of North America	NAIC 43575	INSURER-B:		INSURER-C:		INSURER-D:		INSURER-E:		INSURER-F:	
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INSURER-D:																							
INSURER-E:																							
INSURER-F:																							
INSURED Insperty, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW																							

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	X	C48619897	10/01/2015	10/01/2016
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)
 BIG CITY MOUNTAINEERS, INC. (3557100) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.

WAIVER OF SUBROGATION IN FAVOR OF CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEE AND VOLUNTEERS 201 WEST COLFAX AVENUE, DEPT. 602 DENVER, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2016

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).

PRODUCER Aon Affinity 300 Jericho Quadrangle Jericho, NY 11753	CONTACT NAME: Alastair Macmillan-Bell	
	PHONE (A/C, No, Ext): 1-800-803-1213	FAX (A/C, No): 516-294-1821
	EMAIL ADDRESS: Travpro@aon.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance Company	NAIC # 26387
INSURED Big City Mountaineers 710 10 th Street, Suite 120 Golden, CO 80401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	x		EOL9831078-04	12/21/2015	12/21/2016	EACH OCCURRENCE	\$5,000,000
	DAMAGE TO RENTED PREMISES (Each occurrence)							
							MED EXP (Any one person)	\$1,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x		EOL9831078-04	12/21/2015	12/21/2016	COMBINED SINGLE LIMIT (Each accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per occurrence)	\$5,000,000
							PROPERTY DAMAGE (Per occurrence)	\$5,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	N/A					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EACH EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions/Professional Liability	X		EOL9831078-04	12/21/2015	12/21/2016	Each negligent act or negligent omission	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 the General Liability and Auto Hired and Non-owned.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Dept. 602 201 West Colfax Ave. Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 