

TERMINATION OF COOPERATIVE AGREEMENT

THIS TERMINATION OF COOPERATIVE AGREEMENT 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 **DENVER POLICE ACTIVITIES LEAGUE, INC.**, a Colorado nonprofit corporation with offices located at 700 Colorado Boulevard #698, Denver, CO 80206 (“**PAL**”), jointly referred to herein as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. The Parties entered into that certain Cooperative Agreement dated June 16, 2009 (the “**Agreement**”), for the development of and improvement of Athletic Fields in return for a defined priority use of the Athletic Fields and waiver of permit fees for the Athletic Fields and other athletic fields owned by the City described in the Agreement and Exhibit A thereto; and

B. PAL no longer has a need to use the Athletic Fields for its athletics programs; and

C. The Parties wish to terminate the Agreement.

NOW, THEREFORE, in consideration of these Recitals, the mutual covenants and agreements contained herein, and other good and other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

2. Termination of Agreement. Upon the terms and conditions set forth herein, PAL and the City hereby agree to (i) terminate the Agreement, effective as of upon final execution by all Parties, and (ii) terminate any and all ongoing obligations of the Parties to each other under the terms of the Agreement, except those obligations that survive the termination or expiration of the Agreement.

3. Acknowledgment. The Parties acknowledge and agree that PAL completed and the City accepted the Improvements, and that the City owns the Improvements, pursuant to Section 4(A) of the Agreement.

4. City Execution of Agreement. This Termination of Cooperative Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5. **Electronic Signatures And Electronic Records.** PAL consents to the use of electronic signatures by the City. This Termination of Cooperative Agreement, and any other documents requiring a signature under this Termination of Cooperative Agreement, 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 Termination of Cooperative 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 Termination of Cooperative 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: PARKS-202158203/XC9A016-02
Contractor Name: Denver Police Activities League, 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:

Attorney for the City and County of Denver

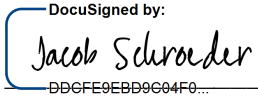
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202158203/XC9A016-02
Denver Police Activities League, Inc.

By:  _____
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Name: Jacob Schroeder
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)