

AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO THE COOPERATIVE AGREEMENT (the “**Amendment**”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **DENVER ZOOLOGICAL FOUNDATION, INC.**, a Colorado Nonprofit Corporation, (the “**Foundation**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**”.

RECITALS

WHEREAS, The City and the Contractor entered into a “Cooperative Agreement” dated on November 4, 1998 regarding certain responsibilities and obligations for the administration, planning, management and operation of the City’s zoological gardens and exhibits.

WHEREAS, The Parties now desire to amend said Agreement to revise certain terms of the Cooperative Agreement.

In consideration of the mutual agreements contained in the Cooperative Agreement and this Amendment, and subject to the terms and conditions stated in the Cooperative Agreement and this Amendment, the Parties agree as follows:

A. Section 7 of the Cooperative Agreement entitled “**RESPONSIBILITY FOR MAINTENANCE AND EXHIBITS**” is amended to read as follows:

“(d) The Foundation is required to maintain its accreditation with the Association of Zoos and Aquariums (“AZA”) or other such organization to ensure the health and safety of the animals. The Foundation is additionally required to maintain its Class C Exhibitors license through the United States Department of Agriculture (“USDA”). The Foundation shall promptly inform the City of any change in its accreditation and license status, and, upon request, shall provide documentation of any accreditation, license, or other certification if any. The Foundation is solely responsible for compliance with accreditation and license requirements including any applicable laws, rules or regulations. Any failure to meet AZA or USDA accreditation or licensing requirements, or any other organization issuing to the Foundation an accreditation, license or certification related to the health and safety of the animals, including but not limited to loss of accreditation, license or certification, or any discipline against the Foundation, shall constitute a default of this Agreement, subject to the opportunity to cure provisions in Paragraph 32. If the accrediting, licensing or certifying organization

prescribes procedures for the cure of a violation, then those procedures shall control over Paragraph 32.”

B. Section 13 of the Cooperative Agreement entitled “**FUNDING**” is amended to read as follows:

“In order for the Foundation to achieve and continue the public purpose of this Agreement, funding shall be provided or permitted from the following sources to be expended for the purposes stated:

(a) Appropriations made annually at the discretion of the City shall be made available in such amounts as may seem to the City to be necessary or desirable to pay costs and expenses for the management, operation, maintenance, modification, and improvement of the Facilities, wages and benefit expenses for City Employees, and any other purpose recognized under this Agreement.

(c) Fees charged for admission to and use of the Facilities shall be collected and deposited by the Foundation in its accounts to be applied by the Foundation to cover the wages and benefit expenses for City Employees under paragraph 5 above (if the appropriation described in 13(a), above, is inadequate to pay all such expenses). These fees shall also be used for any other purpose recognized under this Agreement. Upon submittal by the Foundation of any proposed fee changes to the Manager, said proposal will be submitted, together with the Manager’s recommendation on the proposal, to the City Council for consideration and action. Any fees not subject to ordinance approval may be changed, from time to time, by the Foundation, subject to prior review and approval by the Manager.”

C. Section 14 of the Cooperative Agreement entitled “**UTILITIES, INSURANCE & OTHER SERVICES**” is amended to read as follows:

“Notwithstanding any provision to the contrary in this Agreement, the Foundation understands and acknowledges that any commitments by the City to spend funds or provide services is contingent upon the necessary funds being appropriated and encumbered and the necessary discretionary actions being taken by the City Council and the Mayor. The following City representations are specifically and especially subject to such contingency:

(a) The City shall provide, to the Foundation, without charge to the Foundation, an adequate supply of water to the Facilities to satisfy the reasonable needs of operating the Facilities and all other utilities needed to operate the Facilities, including gas, electricity, sewer, and telephone service. The funds for the foregoing may be appropriated in accordance with Paragraph 13(a) of this Agreement.

C. **Electronic Signatures and Electronic Records**: The Parties consent to the use of electronic signatures by the City. The Amendment 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 Amendment or 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 Amendment or 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.

D. Except as amended herein, the Agreement is ratified and affirmed by the Parties and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: PARKS-XC40345-01

Contractor Name: Denver Zoological Foundation, Inc.

By: _____ C Wright

Name: _____ Charles Wright
(please print)

Title: _____ CFD
(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 _____

