

**COOPERATIVE AGREEMENT
THE URBAN FARM**

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is made and entered into as of the date of execution, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the state of Colorado (the “**City**”) and THE URBAN FARM, a Colorado non-profit corporation, whose address is 10200 Smith Road, Denver, Colorado 80239 (the “**TUF**”), jointly “the parties”.

RECITALS:

A. The Urban Farm at Stapleton, as depicted on **Exhibit A** to this Agreement, is located within the Stapleton Sand Creek Parcels III & IV – Trunk Open Space, which is land owned by the City and County of Denver and designated as a park under the City Charter by Ordinance 20170045. Urban Farm has been, and continues to be, used as an educational, agricultural and animal husbanding facility promoting various farm and gardening themed programs and events.

B. TUF was organized and incorporated as a nonprofit corporation on or about April 18, 1998, and entered into a Lease Agreement on or about November 21, 2002 with Stapleton Development Corporation by which TUF agreed to maintain the leased land. TUF, along with the City, entered into a Lease with Option to Buy Agreement, also with Stapleton Development Corporation, on or about July 8, 2008.

C. On or about November 6, 2015, in accordance with the Lease with Option to Buy Agreement, Section 11.01, the City exercised its option to purchase the land upon which The Urban Farm is situated.

D. By virtue of Article II, Part 4, Section 2.4.4(F) of the Charter of the City and County of Denver, the Manager of the Denver Department of Parks and Recreation, subject to approval by City ordinance, is authorized to conduct negotiations for cooperative agreements with private agencies for the development of park and recreational facilities, programs and activities, and to delegate the Manager’s authority and responsibility with respect thereto.

E. The City and TUF wish to enter into this cooperative agreement to provide for the development and use of Urban Farm for the enjoyment and education of the citizens of the City and County of Denver and the general public.

F. It is in the best interest of TUF, the City and the general public that a cooperative agreement should be entered into between TUF and the City whereby TUF shall manage and operate the Urban Farm Facilities and to provide services to the visiting public in the furtherance of TUF’s mission (“**TUF Mission**”).

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, and for the purpose of setting forth the relationship between TUF and the City with respect to the Urban Farm and any related operations and activities, it is mutually agreed by the City and TUF as follows:

1. **KEY DEFINITIONS.** As used in this Agreement:

(a) The term “**Park**” shall mean the Stapleton Sand Creek Parcels III & IV – Trunk Open Space as depicted in **Exhibit A**, a copy of which is attached hereto and incorporated herein by reference. The land that constitutes Urban Farm is situated within the Park. The geographical area of the Park may not be expanded, and structures, exhibits, livestock, collections, operations, programs, and activities of TUF may not be constructed, presented, kept, conducted, or extended beyond the current boundaries of the Park, except as expressly provided in this Agreement.

(b) The term “**Facilities**” shall mean all permanent improvements and fixtures presently existing, or as may be constructed, expanded, or renovated in the future, on, below or above ground within the boundaries of the Park, including but not limited to a classroom facility, stables, gardening facilities, a hoop house and various other structures such as the beehives, barns, sheds, well houses, and a gazebo. The current inventory of “**Facilities**” is set forth in **Exhibit B**, a copy of which is attached hereto and incorporated herein by reference.

(c) The term “**City**” shall mean the City and County of Denver and those officials and employees with authority to act on behalf of the City.

(d) The term “**Director**” shall mean the Executive Director of the Denver Department of Parks and Recreation (“**Parks and Recreation**”) or the Director’s designated representative. The Parties agree that to the extent the Charter refers to “**Manager**,” that term shall also mean “**Director**” for the purposes of this agreement. The Parties are not denying, disclaiming or disavowing any authority vested in the Director by using a term other than **Manager**.

(e) The term “**The Urban Farm**” or “**TUF**” shall mean the corporate entity and those directors and officers with authority to act on behalf of TUF.

(f) The term “**Urban Farm**” shall mean The Urban Farm at Stapleton and physical Facilities owned by the corporate entity TUF, including the programs and events operated and managed by TUF.

(g) The phrase “**Applicable Law**” shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the City Charter and the Denver Revised Municipal Code (“**DRMC**”), as either may be amended from time to time; 3) rules and regulations promulgated by Parks and Recreation governing the public’s utilization of City parks (unless expressly modified or waived in this Agreement); 4) any rules and regulations promulgated by other City departments and agencies and applicable to TUF actions and activities under this Agreement; 5) executive orders issued by the Mayor; 6) any court order, judgment, or decree or any appellate decision; and 7) any federal, state, or local administrative decision applicable to this Agreement, the Park or Urban Farm.

(h) The phrase “**Capital Improvements**” shall mean the construction or installation of any new Facilities at the Park; additions to, significant renovations of, or replacement of Facilities; and repairs, replacements, or corrections, exceeding ten thousand

dollars (\$10,000.00) per project, for defects, deterioration, or damages to any Facility with respect to the following: 1) structural elements: foundations, roof or roof support, exterior walls and interior structural walls, brick facades, ceiling and floor structural elements, and exterior decks; and 2) systems: mechanical, electrical, utility, plumbing, HVAC, fire protection, communication and elevator, including associated tubes, ducts, pipes, lines, mains, wires, conduits, boxes, grates, valves, vents, meters, panels, and related equipment and appurtenances, but excluding all items identified as Hardware & Equipment under subparagraph 1(i).

(i) The phrase “**Hardware & Equipment**” shall mean 1) windows and window frames; 2) doors and door frames; 3) handles and locks; 4) cabinets, counters, and bars; 5) carpet, floor tiles, and other flooring; 6) paints and stains; 7) non-structural walls, woodwork, wall paneling and tiles, drywall, and plastering; 8) sinks, toilets, urinals, garbage disposals, and dishwashers; 9) light switches, plugs, and lighting; 10) ceiling tiles, drywall, or plaster; 11) built-in or attached electrical fans, stove or grill venting systems, and kitchen hood fire suppression system (including recharging); 12) refrigerators or refrigeration units; 13) stoves, ovens, cooktops, ranges and grills; 14) drinking fountains; 15) telephones, televisions, and other communication devices; 16) animal corrals and enclosures; 17) perimeter and other fences; 18) furnishings and furniture; and 19) items of similar character or use. In addition, “Hardware & Equipment” shall include those repairs, replacements, or corrections of structural elements and systems identified in Capital Improvements for which the project costs do not exceed ten thousand dollars (\$10,000.00).

2. ENGAGEMENT and PURPOSE.

(a) Engagement. The City hereby retains TUF, as a non-profit organization, to maintain, administer, manage, operate, develop, and control Urban Farm and its Facilities (as both are defined herein), improvements, grounds, vegetation, livestock, collections, exhibits, programs, operations, and properties located therein or used in connection therewith, for the enjoyment and education of the public, and TUF hereby accepts such engagement on the terms and conditions set forth herein. The rights herein granted to TUF are not, and shall not be construed as, a lease, easement, or other interest in real property.

(b) Purpose. TUF shall use its best efforts to encourage reasonable public use and enjoyment of Urban Farm, to perform and fulfill its obligations under this Agreement in order to achieve the public purpose of this Agreement in accordance with its terms and spirit, to increase TUF’s base of support, and to secure contributions of cash and property, including memberships and sponsorships, to support the purposes of TUF’s Mission.

(c) Charter. The public purpose of this Agreement is to provide for the establishment and maintenance of Urban Farm, and the Park as may be applicable, and any related operations and activities, for the use and benefit of the people of the City and the general public through public/private cooperation between the City and the private, non-profit TUF in conformance with Article II, Part 4, Section 2.4.4(F) of the Charter of the City and County of Denver (“**City Charter**”). All uses of Urban Farm and the Park must be restricted to “park purposes” in conformance with Section 2.4.5 of the City Charter.

3. STATUS AND AUTHORITY OF THE URBAN FARM.

(a) Status. TUF and the City acknowledge and agree that the status of TUF shall be that of a private, nonprofit corporation cooperatively working with the City as an independent entity solely for the purposes set forth in this Agreement.

(b) Authority. The scope of authority TUF may exercise shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. TUF shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers. This Agreement is not intended, nor shall this Agreement be construed, to establish or constitute a joint venture between the City and TUF.

(c) Contracts. The authority delegated under this Agreement shall not be construed to grant TUF the right or power to bind, or to impose any liability upon, the City through any contracts or agreements TUF may make, unless the prior, written approval of the Director is obtained, and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirements. All contracts or agreements made by TUF shall be in its own name and not in the name of the City. Likewise, the City shall have no authority to bind, or to impose liability upon, TUF through any contracts or agreements the City may make, unless the prior written approval of TUF is obtained.

(d) Nonprofit Status. TUF shall at all times while this Agreement is in effect take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a nonprofit corporation that qualifies as a tax-exempt entity under section 501(c)(3) of the Internal Revenue Code (or any successor provision).

4. TERM. This Agreement shall commence as of the Effective Date and shall expire on December 31, 2027, unless otherwise terminated or extended as provided herein. Beginning with the December 31, 2027 expiration date and on December 31st every tenth (10th) anniversary thereafter, the term of this Agreement shall automatically and without further action be extended for a further ten (10) year period, unless and until either TUF or the City, at its discretion, gives written notice to the other of its election that this automatic extension shall cease. Such notice shall be sent to the other party no later than six (6) months prior to December 31, 2027, or the end of any subsequent tenth (10th) anniversary period. Any other change to the terms and conditions of this Agreement, other than the automatic term extensions provided in this paragraph 4, must be approved and executed by the parties in the same manner as this Agreement.

5. PERSONNEL.

(a) TUF Employees. All employees hired or engaged by TUF, including without limitation the Chief Executive Officer (“**CEO**”) of TUF, to work at Urban Farm shall be employees of TUF (“**TUF Employees**”). TUF shall have the sole authority to hire, fix the compensation and benefits of, supervise, train, evaluate, discipline and discharge all TUF Employees, in conformance with all laws governing private employers. Under no circumstances shall TUF Employees be regarded as employees of the City; however, all TUF Employees are expected to comply with the terms and conditions of this Agreement.

(b) Prevailing Wages. TUF shall comply with provisions of Section 20-76 of the Denver Revised Municipal Code, as may be amended from time to time, regarding the payment of applicable prevailing wages (“**Prevailing Wages**”).

(c) Personnel Policy. TUF shall maintain a written personnel policy to govern the conduct and rights of TUF Employees as TUF may deem necessary and appropriate. TUF shall provide the Director a copy of its current personnel rules and regulations and code of ethics (which ever applies) by no later than December 31, 2018. TUF shall provide changes to the policy, if any made, in its Annual Report, in accordance with Section 18(a)(iii).

(d) Diversity. TUF herewith endorses the policy of actively encouraging diversity within members of its work force, at all levels, and it shall continually strive to achieve diversity among said work force throughout the term of this Agreement.

6. REAL AND PERSONAL PROPERTY.

(a) Real Property. TUF hereby donates, gives, grants, conveys, and assigns to the City, for the use and benefit of the people of the City, all of its right, title, and interest in and to any Facilities or other permanent improvements in Urban Farm which TUF now owns or may hereafter acquire during the term of this Agreement. TUF shall not permanently construct, install, attach, or affix anything in any location on or in the Park, including on or within the Urban Farm land and Facilities, that does not thereby become the property of the City pursuant to this subparagraph 6(a). TUF shall have no authority to sell, lease, encumber, hypothecate, or otherwise create or assign a property or financial interest in Urban Farm, or any part of the Park. TUF shall have exclusive control, responsibility, and discretion over the selection, development, arrangement, and naming of the buildings and facilities on the TUF premises, the creation, naming, and placement of all acknowledgments, memorials, located in the Facilities, except as otherwise provided in this Agreement.

(b) Personal Property. Any equipment, furnishings, supplies, livestock, gardens, vehicles, or other personal property now owned or acquired in the future by TUF, by gift or with funds, shall be held in legal ownership by TUF during the term of this Agreement and any extension thereto (“**Urban Farm Property**”). In the interest of faithfully conforming to the terms and spirit of this Agreement and TUF Mission and subject to any restrictions imposed on any gifts, TUF may, from time to time (as TUF determines to be prudent and warranted), replace, lend or dispose of Urban Farm Property, through sale, purchase, trade or loan. TUF, at its discretion, may cooperate with any City department willing and authorized to participate in the exchange, sharing, or loan of equipment or vehicles or in the joint purchase of equipment or vehicles, subject to all applicable Charter or ordinance requirements.

7. GENERAL MAINTENANCE AND REPAIR.

(a) TUF Services. Except as otherwise expressly provided in this Agreement, TUF shall maintain Urban Farm and its Facilities, buildings and fixtures in safe condition and good repair, including, without limitation, buildings, parking lots, driveways, walkways, and landscape, in all public and non-public areas within Urban Farm. TUF shall, at its own expense, maintain, repair, and replace all damaged, broken, or worn out Hardware & Equipment, as defined in subparagraph 1(i). “**Fixtures**” shall be defined as those improvements or installations attached to buildings, whether interior or exterior, or other structural portions or components of

the buildings, including mechanical systems and electrical systems, and that cannot be removed without altering the building or structural components.

(b) Contracting. All work or service which TUF is obligated to perform under this Agreement may be contracted and shall, unless specific waiver is granted in writing by the City, be subject by the contract terms to each and every provision of this Agreement that would apply to such work or service had it been performed by TUF. Any such service or work contract shall also be subject to Applicable Law (as defined herein), including Prevailing Wages and the provision of bond or other surety, to the extent applicable. Compliance with the terms and restrictions of this subparagraph 7(b) is the responsibility of TUF. TUF shall, upon request, provide the City a copy of any written contract or agreement for work or services provided in Urban Farm.

(c) City Services. The City and TUF will confer and cooperate in developing a comprehensive management plan for vegetation and wildlife for Urban Farm facilities. TUF shall develop its comprehensive management plan and practices for vegetation, wildlife and all agricultural functions. The plan shall be submitted to the City Naturalist for approval. The City will also provide TUF with an approved list of herbicides for vegetation management, as well as technical expertise on both vegetation and wildlife management in order to maintain continuity with City practices. The City shall periodically, at its discretion, confer with TUF regarding its practices.

8. MASTER PLANS.

(a) Plans. TUF intends to adopt a series of plans to include, but not limited to master planning for development, operation, and programming of the Urban Farm (“**Master Plans**”). Any additional proposed new Master Plan(s) for operations, or programs located in Urban Farm (including permanent improvements or programmatic strategies) developed by TUF shall be submitted to the Director for review and approval in advance of adoption by TUF. TUF shall give the Director notice of the pending development of any new Master Plans as soon as practicable and shall provide the Director a reasonable opportunity to participate in the development of any proposed new Master Plan.

(b) Public Process. It is understood and agreed that if the Director determines a public process is appropriate as part of the approval process or prior to the implementation of any proposed new Master Plan, then the approval or implementation shall be contingent on the conducting of any public process the Director may reasonably require. TUF shall cooperate with the Director in conducting the public process and address questions and concerns raised by the public regarding any proposed new Master Plan.

(c) Approval Process. Within ninety (90) days following submission of any proposed new Master Plan to the Director or ninety (90) days following the completion of any public process the Director may require (“**Review Deadline**”), the Director shall either approve or disapprove the proposed new Master Plan, either in whole or in part, provided that any disapproval shall be accompanied by a written statement of the specific reason(s) therefore. If the Director fails to provide any response prior to the Review Deadline, then the proposed new Master Plan shall be deemed approved. Any proposed new Master Plan disapproved by the Director may be resubmitted by TUF with changes responsive to the Director’s reasons for

disapproval. Any resubmitted proposed new Master Plan shall be subject to the processes set forth in this paragraph 8.

(d) Material Change. A “material change” to an existing Master Plan shall mean any written statement or other tangible expression of the Board’s strategic plans or objectives that changes, modifies, or expands upon one or more material provision of an existing Master Plan, whether or not designated as an amendment to the existing Master Plan or a new Master Plan. A material change to an existing Master Plan shall be subject to the processes set forth in this paragraph 8. Decisions made, and actions taken by TUF in the normal course of maintaining, managing, operating, and controlling the Park, or in implementing, interpreting or applying an existing Master Plan shall not, as such, be deemed a “material change” subject to the processes set forth in this paragraph 8. TUF’s annual planning and budgeting process shall not be deemed to be a “material change” except to the extent that this process does result in an action, strategy, or decision directly contrary to or inconsistent with an existing Master Plan.

(e) Implementation and Compliance. The parties acknowledge and agree that TUF shall not be obligated to implement any existing Master Plans, any proposed new Master Plans, or any approved amendments thereto, but shall not take any actions to make permanent improvements or pursue programmatic strategies contrary to or inconsistent with any existing Master Plans, any proposed new Master Plans, or any approved amendments thereto, unless otherwise expressly authorized in accordance with this Agreement.

9. CAPITAL IMPROVEMENTS AND HARDWARE & EQUIPMENT.

(a) Capital Improvements. The parties understand and agree TUF is under no obligation to make or pay for any Capital Improvements, as defined in subparagraph 1(h). In the event that the City and/or TUF, jointly or individually, should determine Capital Improvements are needed with respect to Urban Farm and its Facilities, the City and TUF may, at their respective discretion and subject to appropriations and encumbrances consistent with Section 13 and Section 23(a), cooperate and coordinate in an effort to develop plans to evaluate the Capital Improvement needs and their costs and to develop a strategy and plans for procuring funds necessary to complete the Capital Improvements in a timely and efficient manner, subject to the terms and conditions of this Agreement. Before initiating design development or retention of any contractors or consultants, TUF shall provide prior written notification to City of any proposal to perform Capital Improvements. City shall review and approve, or reject and provide TUF the opportunity to cure, the proposed Capital Improvements, and shall notify TUF whether the procedure in subparagraph 9(d), or a modified procedure, shall apply to the Capital Improvements. Except for Capital Improvements necessitated by an emergency, all proposed Capital Improvements shall be in conformance with previously approved City or TUF existing plans (if any), any adopted New Plans, or any approved amendments thereto, unless an amendment to these plans is made in accordance with paragraph 8 or the Director and TUF agree in writing that the non-conformance with the plans is *de minimus* and mutually waive the non-conformance with plans.

(b) Hardware & Equipment. Subject to the requirements of this subparagraph 9(b), TUF shall have the authority to make, or contract for, and pay at its own expense for the design, planning, construction, installation, demolition, expansion, remodeling, repair, or replacement of Hardware & Equipment, as defined in subparagraph 1(i). The plans and

specifications for any work and improvements proposed under this subparagraph 9(b) with total costs in excess of ten thousand dollars (\$10,000) for the completed project shall be submitted to the Director for review and approve at least sixty (60) days prior to the initiation of the project. The Director shall have thirty days following receipt of plan and specifications of work and or improvements by with to provide comments, or waive such comment period. TUF shall be solely responsible for assuring that any project initiated under this subparagraph 9(b) is properly contracted and performed, all necessary permits and licenses are obtained and maintained, sufficient bonds or other appropriate surety assuring performance and payment are obtained and enforced, and that the work performed and materials used are in conformance with Applicable Law that govern the performance of such work.

(c) Emergency. In the event of an existing or imminent emergency where existing Facilities, other improvements in the Park, or public safety are at substantial risk, or neighboring property or residents are at substantial risk, due to unsafe or unhealthy conditions in existing Facilities or elsewhere in the Park, either party is authorized, without notice to the other party, to take such prompt and prudent measures as necessary to secure, protect, and preserve Urban Farm and its Facilities, neighboring property, and public health and safety, including any necessary Capital Improvement work. Notice shall be provided as soon as reasonably possible to the other party as to reasons for the emergency work, the time, place, and manner of the emergency work, and the costs incurred due to the emergency work. TUF shall be responsible for the costs and expenses of abating the emergency. Any resultant Capital Improvements shall be performed and paid for in accordance with 9(a), above.

(d) Delegation of Authority. Upon written request by TUF, TUF may be assigned by the City, as agent for the City, the responsibility for the design, planning, construction, reconstruction, expansion and remodeling of Capital Improvements or other permanent improvements not identified in subparagraph 9(b), or for the demolition of any Facilities, subject to the satisfaction of the following conditions:

(i) The design and construction approval by the City will be in accordance with the requirements and conditions of subparagraph 9(a).

(ii) All costs incident to the work shall be borne solely by TUF, other than the costs incurred through work of City employees incidental to the project.

(iii) TUF shall submit the plans and specifications for the proposed project to the Director of Parks and Recreation prior to the commencement of work. The Director must approve or disapprove, in writing, the plans and specifications, either in whole or in part, stating any reason(s) for any disapproval, within sixty (60) calendar days of submittal. Any deficiencies in said plans and specifications shall be remedied, to the satisfaction of the Director, by TUF prior to the commencement of work. All reviews of plans and specifications by the City shall be conducted at the City's cost.

(iv) TUF shall ensure right-of-entry at all reasonable hours to any City inspector or other authorized agent of the City to the work site to conduct tests and evaluations to determine that the work performed and materials used are of good quality and in conformance with the plans and specifications and in compliance with all Applicable Law that govern the performance of such work. If it is determined that the work is not being so performed, the City

may order the cessation of all work until there is satisfactory evidence that the work conforms to all legal requirements. All inspections by the City shall be conducted at the City's cost.

(v) TUF and its contractors and subcontractors, in the performance of the work, shall observe and comply with the provisions of the Denver Revised Municipal Code pertaining to competitive selection of contractors, to the payment of Prevailing Wages, minority and women business enterprise participation, and non-discrimination and equal employment opportunity, as such provisions may be amended or recodified from time to time. In addition, TUF and its contractors and subcontractors shall observe and comply with the provisions of the City's Building Code, Fire Code, Environmental Public Health Policy, and other applicable health and safety requirements and shall obtain, and pay for, any licenses and permits required by law. To the extent applicable, TUF shall conform with the requirements of the federal Americans with Disabilities Act ("ADA") and any other federal or state laws requiring access for the disabled to public accommodations.

(vi) TUF and its contractors and subcontractors shall pay all applicable sales and use taxes levied by the State and the City on any tangible personal property built into or incorporated into the work. Upon request by the City, an itemized and certified statement, including the names and addresses of the suppliers, the amount of such taxes, and the dates of payment, shall be furnished to the City.

(vii) TUF shall obtain, or require its contractors to obtain, a bond or other guarantee acceptable to the City Attorney, conditioned that TUF or its contractor shall promptly make payment of all amounts lawfully due to all contractors, subcontractors, and persons furnishing labor or materials or labor and materials used or performed in the prosecution of the work, and shall indemnify the City to the extent of all payments in connection with performing the work. TUF shall provide copies of such documents upon City's reasonable request.

(viii) When applicable and required by the City, Builder's risk insurance coverage, acceptable to the City's Risk Management Office ("**Risk Management**"), must be arranged and provided by the contractor prior to the start of any Capital Improvement construction work on site. All projects shall ensure applicable aspects of property loss prevention, including any recommendations from the property insurance carrier, are appropriately and fully addressed prior to final document preparation issued for bidding. Risk Management may approve, in its reasonable discretion, exceptions to insurer recommendations.

(ix) TUF shall observe and abide by all other requirements of this Agreement applicable to construction projects, including but not limited to the provisions related to audits, indemnification, liens, non-discrimination, and subcontracting.

(x) A Temporary Construction Access Permit ("TCAP") shall not be required for TUF or its contractors for work performed on Urban Farm under this Paragraph 9 so long as TUF meets all applicable requirements of this Agreement or any Assignment Agreement.

(xi) TUF shall provide as-builts at the conclusion of each project.

(e) Periodic Meeting. TUF and DPR shall meet periodically, subject to mutual coordination and agreement, to discuss the status of ongoing projects and proposed projects.

10. GENERAL OPERATIONAL REQUIREMENTS.

(a) Days and Hours of Operation. Urban Farm, exclusive of administrative, service, storage, and work areas, shall be open to the general public on those days designated by TUF. TUF shall submit its current schedule of days and hours of operation by no later than December 31, 2018; and shall submit as a part of the Annual Report changes to the days and hours of operation if any are made in the preceding year, in accordance with subsection 18(a)(vi).

(b) Educational Cooperation. To the extent possible and consistent with Urban Farm programs, TUF shall cooperate with educational institutions in the Denver metropolitan area and the Denver Department of Parks and Recreation with respect to common interests in educational programs and activities. TUF shall afford access to Urban Farm, to the extent its resources may permit and as may be compatible with the proper administration of Facilities and the interests of the general public, to teachers and students in public or private schools and other institutions of learning who may be authorized by the institutions to bring students to Urban Farm where instruction may be given to such students, at such times and under such rules and regulations as may be determined by TUF. However, TUF may operate Urban Farm in accordance with its business practices and mission and is not required to supplant those practices for the purposes of this subparagraph 10(c).

(c) Political Activity. No City funds shall be used by TUF in connection with any activities of a political nature, including, but not limited to, any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat, or final content of any legislation or ballot proposal. A strict accounting of all other funds used by TUF for political activity shall be maintained and available for public review.

(d) Safety. TUF shall develop and implement safety policies and programs to help assure the safety of TUF Employees, volunteers, and the general public and shall, upon request, provide a copy of the safety policies and programs, and any amendments thereto, to the Director. TUF shall provide copies of its policies or programs upon reasonable request by the City.

(e) Governance. TUF shall be governed by its bylaws, a current copy of which is attached hereto as **Exhibit C** and is incorporated herein by reference (“**Bylaws**”). TUF shall provide modification or amendments to governance documents with its Annual Report, in accordance with Section 18(a)(vii)TUF herewith endorses the policy of actively encouraging diversity within its membership, and it shall continually strive to achieve such diversity so long as this Agreement is in effect.

(f) Cooperative Statement. TUF and the City acknowledge that the following is an accurate summary of the basis for this Agreement:

Urban Farm is established and maintained by The Urban Farm, a Colorado non-profit corporation, for the people of the City and County of Denver and for the general public in cooperation with the Denver Parks and Recreation Department.

Accordingly, TUF shall include the foregoing statement (or such modification thereof as the Director shall approve or disapprove within fifteen (15) calendar days of receipt, which approval shall not unreasonably be withheld so long as the essence of the statement is incorporated) in postings and signs at the Facilities and documentation prepared for the Facilities where it is appropriate to acknowledge the nature of the relationship, including letterhead, annual or institutional reports, websites, newsletters, guides to Urban Farm, periodicals, grant applications, and other materials distributed generally by TUF to organizations, institutions, TUF's membership, and the public. It is understood TUF may, from time to time, be expected or obligated to include other statements of support and cooperation (e.g., by specific donors) and TUF may combine the above statement with such other statements of support and cooperation. For purposes of letterhead and fund-raising materials, it is understood the following shorter version of the cooperative statement may be used in lieu of that set forth above:

In Cooperation with the City and County of Denver.

Postings shall conform, in graphic design and quality, to uniform standards established by TUF and approved by the Director. The Director shall approve or disapprove TUF's uniform standards by no later than thirty (30) calendar days after receipt. The Director may, in the Director's sole discretion, waive all or any of the requirements of this subparagraph 10(g), subject to such terms or conditions as the Director may specify.

(g) City Access. The Mayor, members of the City Council, the Director, and other representatives of appropriate City departments shall, at all reasonable times, have access to the Urban Farm for the purposes of visitation and inspection.

11. ADMISSION FEES; FREE DAYS; URBAN FARM EVENTS & FUNDRAISERS; PROGRAM/ACTIVITY CHARGES; RENTALS and CONCESSIONS.

(a) Admission Fees. TUF shall submit its current schedule of Admission Fees to the City by no later than December 31, 2018. Reasonable fees or charges may be assessed or collected by TUF for public admission to Urban Farm, under such rules and regulations as TUF may adopt. Fees for admission to and use of the Facilities, which must be approved by Denver City Council in accordance with City Charter § 2.4.4(A), shall be collected and deposited by TUF in its accounts to be applied by TUF for management, operation, care, repair, and maintenance of the Facilities. TUF shall submit any proposed fee changes to the Director, which shall then be submitted to City Council for approval by ordinance. If TUF is not proposing any admission fee changes for the upcoming year, TUF shall indicate as such in its Annual Report in accordance with subsection 18(a)(viii).

(b) Free Days. The Urban Farm may designate the number and eligibility for free days. The number of "free days" at the Facilities and any free day eligibility requirements (such as residency) shall be as established or delegated by ordinance. If no such ordinance is enacted, then TUF may designate the number of and eligibility for free days.

(c) Urban Farm Events & Fundraisers. Subject to applicable requirements, including obtaining the proper permits, TUF shall have the right to organize and stage its own events, including fundraising events for the benefit of TUF, Urban Farm and the Park, in the Park and its Facilities; provided that the events held by TUF are consistent, in use and activities,

with subsection 11(e), below, and other events permitted by the City in the City's other parks and park facilities. The Urban Farm may also permit the Park and its Facilities to be used for the presentation of artistic or cultural displays, performances or events not inconsistent with the use and protection of the structures, collections, exhibits, livestock and vegetation.

(d) Programs and Activities Charges. TUF shall have the right to establish a schedule of reasonable fees and charges for public participation in programs and activities conducted by TUF or on behalf of TUF at its Facilities.

(e) Rentals. TUF shall have the right to rent Urban Farm or portions of Urban Farm for short term public and private events subject to the following terms and conditions:

(i) The proposed event is consistent, in use and activities, with other events permitted by the City in its other parks and park facilities;

(ii) The proposed event is limited in scale and activities to that which is appropriate for Urban Farm in consideration of Urban Farm's size and character;

(iii) An event involving the sale or service of alcohol beverages and/or requiring the payment of admission charge or other consideration to the organizer or sponsor of the event shall not be allowed unless expressly authorized in the issued permit;

(iv) General liability and other insurance appropriate for the proposed event shall be required of the permit applicant as a condition of the issue of the permit, and evidence of that insurance, including liquor liability insurance if alcohol beverages are served or sold, must be provided to TUF prior to the event;

(v) Any fees and charges specified by City ordinance or adopted by TUF and approved by the Director, and as approved by City Council, including but not limited to the Facilities Development Admission Tax, or any charges required by the Director, must be assessed and collected; and

(vi) TUF may collect and retain separate charges set by TUF for the use of Urban Farm.

(f) Concessions. TUF shall have the exclusive right to conduct on its own, or provide by agreement(s) between TUF and a qualified concessionaire(s) for, the operation of long-term or seasonal concessions for selling food, drink, merchandise, rides, and such other services, products, and uses which TUF, in its reasonable discretion, determines to be consistent with this Agreement and Master Plans adopted in accordance with paragraph 8. General liability and other insurance appropriate for the concession shall be required as a condition to operate a concession, and evidence of that insurance, including liquor liability insurance if alcohol beverages are served or sold, must be provided to the Director prior to the commencement of concession sales. Evidence of insurance shall be provided upon reasonable request. All such agreements shall contain a provision that the Director may require TUF to terminate the concession agreement if it is determined by the Director that the concessionaire has (1) failed to comply with applicable health and safety laws (local, state, and federal), (2) failed to pay applicable taxes, fees, fines, or charges (local, state, and federal), or (3) failed to substantially conform with other Applicable Law. TUF shall have the reasonable right to cure these

deficiencies prior to final termination. TUF shall provide copies of concessions contracts or any other related documents upon reasonable request.

(g) TUF shall develop procedures for the competitive selection of concessionaires, which shall specifically address the duration and types of concessions. TUF shall provide a copy of the procedures in its initial Annual Report, and shall provide copies of amendments to the procedures, if any are made, in subsequent Annual Reports. If no amendments were made to the procedures for any given year, the TUF shall indicate such in its annual report. Selection shall comply with the City's Charter, ordinances, Executive Orders, rules, regulations and policies with regard to competitive selection, prevailing wage requirements, and contracting procedures.

(h) Use of Funds. All funds received by TUF from admission fees, rentals, and concessions shall be available for use as specified in paragraph 13.

12. GIFTS; SPONSORSHIPS; and GRANTS.

(a) Gifts and Sponsorships. TUF shall have the right to accept and utilize, for the benefit and use of its Facilities and TUF, gifts, donations, and contributions of money and personal property ("**Gifts**") and money and personal property provided by for-profit and nonprofit entities that may include certain benefits, recognition, or naming rights being a condition of providing the money or personal property ("**Sponsorships**"). The term or length of any Sponsorship agreement or arrangement may not exceed the Term of this Cooperative Agreement. TUF may, in its discretion, refuse to accept any Gift or Sponsorship if TUF determines that such Gift or Sponsorship would not be in the best interests of the Facility or TUF. TUF shall develop policies regarding the solicitation and use of Gifts and Sponsorships; acceptability of and compliance with any terms and conditions on Gifts or Sponsorships; any formal recognition, acknowledgments, or memorials associated with Gifts or Sponsorships, including but not limited to signs in Urban Farm and the naming of Facilities. These policies must be submitted to and approved by the Executive Director or designee, and in conformance with the terms and conditions of this Agreement and with City laws, rules and regulations.

(b) Grants. TUF shall have the right to apply for, accept and utilize, for the benefit and use of TUF, grants and other governmental or private financial assistance ("**Grants**"). TUF and the City may collaborate and support each other's efforts to obtain Grants for the improvement of Urban Farm and the support and enhancement of programs and activities conducted by TUF. Any matching fund requirement of a Grant shall be the responsibility of TUF unless the City has approved the matching fund requirement in accordance with City ordinance and appropriated its share of the matching funds. Any Grant which requires certain covenants, conservation easements, or other restrictions be imposed on Urban Farm Facilities, in whole or part, as a condition of obtaining the Grant must be approved by the City through the City's established contract process.

(c) Compliance. For all Gifts, Sponsorships, and Grants accepted and utilized by TUF, including any donations of money and grant money received by the City for Urban Farm and turned over to TUF, TUF shall be responsible for complying with the terms and conditions of those Gifts, Sponsorships, and Grants.

(d) Use of Funds. All funds received by TUF from gifts, sponsorships, and grants shall be available for use as specified in paragraph 13.

13. FUNDING. In order for TUF 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 in this Agreement:

(a) Appropriations made annually at the discretion of the City shall be made available in such amounts as the City determines, in its reasonable discretion, to be necessary or desirable to pay costs and expenses for the management, operation, maintenance, modification, and improvement of the Facilities. Unless otherwise provided in the bill for ordinance making the appropriation, the City will remit the entire annual amount so approved at the beginning of the fiscal year for which the funds were budgeted.

(b) Other appropriations may be authorized from time to time by the City in its discretion, such as Capital Improvement project funds, and shall be applied by the City in the manner specified in the appropriation.

(c) Fees for admission to and use of the Parks and its Facilities and program and activity participation fees and charges shall be collected and deposited by TUF in its accounts.

(d) Revenues from rentals and concessions at the Park and its Facilities shall be received and deposited by TUF in its accounts.

(e) Funds accepted by TUF for Gifts, Sponsorships, and Grants, income earned by TUF on its investments, and all other operating net revenues received by TUF shall be retained and deposited by TUF in its accounts.

(f) Taxes collected pursuant to the provisions of the Scientific and Cultural Facilities District Act (C.R.S. § 32-13-101 *et seq.*) as revised, renewed or amended (“**SCFD Act**”), and allocated for the benefit of Urban Farm, shall be, so long as TUF is retained by the City to maintain, manage, operate, and control the Park and its Facilities, received directly by TUF for the benefit and use for the Park and utilized in accordance with the SCFD Act.

(g) Donations of money or grants made to the City for the use and benefit of the Park shall be transferred to the control of TUF unless the donor or grantee has provided to the contrary. Any such donation or grant not transferred to the control of TUF shall be set aside in a fund established by the City’s Manager of Finance for the use and benefit of the Park.

(h) Bond funds may be authorized by the people and issued by the City in the amounts and for the purposes stated in the authorization ordinance.

It is understood that neither the City nor TUF is hereby obligated to provide any specific level of funding for the purposes set forth in this Agreement, and if any party for any reason reduces any funding previously provided, no other party shall be obligated to increase its funding as a result thereof.

14. UTILITIES and OTHER SERVICES.

(a) Utilities. TUF shall provide all utilities reasonably needed to operate and maintain Urban Farm, including water, sewer, gas, electricity, telephone service, internet service, and email service. TUF shall, consistent with the proper maintenance of the Park and its Facilities and the safety of the public, use reasonable efforts to conserve water and energy use at the Facilities consistent with the City's Greenprint Denver Action Agenda and other conservation policies adopted by the City. TUF shall submit to the Director such reports of its water and energy conservation efforts as the Director may reasonably request.

(b) Other Services. The City may provide to TUF other services supplemental to those of TUF, to the extent agreed upon by the parties from time to time.

15. INSURANCE.

(a) City Provided Insurance. The City shall purchase and maintain or, in its discretion, cause to be provided through the City's policy of self-insurance or self-finance, during the term of this Agreement, the following:

(i) All-Risk property insurance provided on a replacement cost basis with a deductible as determined appropriate by Risk Management. Such coverage may be placed on a blanket basis. The City may also elect to insure real and personal property on a self-funded basis. Contents covered will include that of historical relevance or necessary to TUF, but not livestock or personal property of TUF officials, employees, volunteers, agents, and contractors. TUF shall comply with all requirements and conditions imposed by the insurer or Risk Management as a condition of coverage and shall cooperate with the City and the insurer in the event a claim for loss is made. TUF shall pay the first ten percent of any deductible, with the City paying the remainder. The City's obligation with respect to paying its share of the deductible shall be subject to appropriation by City Council and availability of funds, and the obligation to repair or replaced Facilities or other permanent improvements or contents at the Park shall not exceed the insurance proceeds available under the City's insurance or self-insurance coverage, unless an appropriation is made by City Council to cover the additional costs.

(ii) Commercial General Liability Insurance. The City shall maintain Commercial General Liability insurance including coverage for liquor liability, physical and sexual abuse, and terrorism with a minimum \$1,000,000 limit.

(iii) Business Auto Liability Insurance. The City shall maintain Business Auto Liability insurance for any licensed vehicles owned and operated by The Urban Farm, with a minimum \$1,000,000 combined single limit.

The liability insurance provided in this subparagraph 15(a)(iii) and (ii) shall name TUF Named Insureds, with the City and County of Denver as Additional Insured. It is agreed that TUF shall provide annually or as otherwise required any and all underwriting information requested by Risk Management to enable it to self-insure, self-finance or purchase commercial insurance it deems appropriate.

(b) TUF Provided Insurance. TUF agrees to secure, at or before the Effective Date of this Agreement, the insurance set forth in this subparagraph 15(b) covering all operations, goods or services under this Agreement.

(i) General Conditions. TUF shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, and other period prescribed by law. 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 be cancelled or non-renewed before the expiration date thereof. “Such written notice shall be sent to the Director and The City’s Risk Management Office, 201 West Colfax Ave., Dept. 1010, Denver, Colorado 80202. Such notice shall be sent thirty (30) days prior to such cancellation 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, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Director and Risk Management within three (3) business days of such notice by its insurer(s). TUF shall be responsible for the payment of any deductible or self-insured retention under its own policies. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of TUF. TUF 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 or as otherwise required by law.

(ii) Proof of Insurance. TUF shall provide a copy of this Agreement to its insurance agent or broker. TUF certifies that the certificate of insurance attached as **Exhibit D**, an ACORD certificate, complies with all insurance requirements of this Agreement. 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 subparagraph 15(b) shall not act as a waiver of TUF’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

(iii) Waiver of Subrogation. For Workers’ Compensation, TUF’s insurer shall waive subrogation rights against the City.

(iv) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) shall procure and maintain applicable insurance. TUF shall ensure all such Subcontractors and Subconsultants include both TUF and the City and County of Denver as an Additional Insured on their policies (with the exception of Workers’ Compensation) Subcontractors and Subconsultants agree to provide proof of insurance upon request by the City.

(v) Workers’ Compensation/Employer’s Liability Insurance. TUF shall maintain coverage as required by statute and shall maintain Employer’s Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(vi) Directors & Officers/Employment Practices Insurance (“**D&O**”). TUF shall purchase and maintain D&O insurance in an amount no less than \$1,000,000.

16. INDEMNIFICATION; IMMUNITY and CLAIMS.

(a) Indemnification. To the extent permitted by law and not otherwise protected under the City's governmental immunity, TUF hereby agrees to indemnify and hold harmless the City, its directors, officers, agents, and employees from any all claims, demands, suits, causes of action, liability, judgment for damages, attorney's fees and other costs, or expenses of any kind or nature whatsoever (including Workers' Compensation claims), not arising or occurring by reason of the City's negligence or intentional acts, but rather resulting from or arising out of, directly or indirectly, the intentional or unintentional actions or failure to act by TUF, its officers, directors, employees, agents, and contractors, or due to any activities or work performed by or on behalf of TUF.

(b) Relationship to Insurance. Any insurance carried by TUF shall not be deemed to limit or define the obligations of TUF under subparagraph 16(a), and the indemnification set forth in subparagraph 16(a) shall not limit or affect the rights of TUF and its directors, officers, employees or volunteers under any policy of insurance (including self-insurance) maintained by the City under subparagraph 15(a).

(c) Immunity. The parties hereto understand and 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 protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S., and any other applicable law.

(d) Claims. In the event that any claim, demand, suit or other action is made or brought in writing by any person, firm, corporation or other entity against TUF related in any way to this Agreement or the operation of the Park and its Facilities, TUF shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by TUF. Such written notice shall be submitted, as provided in this Agreement, to the Director and the City Attorney, 1437 Bannock Street, Room 353, Denver, Colorado 80202.

17. TAXES; LICENSES; LIENS, and DEBTS.

(a) Taxes. TUF shall collect and remit all sales taxes and other taxes as required by law (local, state, or federal), shall promptly pay all taxes and excise and license fees of whatever nature applicable to this Agreement, and shall not permit any of said taxes and excise and license fees to become delinquent.

(b) Licenses. TUF shall take out, keep current, and comply with all licenses, permits, or other authorizations (local, state, or federal) required for the performance of this Agreement. The Director will endeavor to facilitate TUF's effort to obtain any such license, permit, or other authorization. When feasible, the Director will seek to obtain fee waivers from City departments and agencies for City licenses, permits, or other authorizations.

(c) Liens. TUF shall not permit any mechanic's or materialman's lien or any other lien to be imposed and remain for more than ninety (90) days upon the property of the City, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any person, partnership, association, company, corporation, or other entity to or for TUF, either pursuant to C.R.S. § 38-26-107, as amended, or by other authority.

(d) Debts. TUF shall promptly pay, when due, all bills, debts, and obligations incurred in connection with its management or administration of the Facilities and shall not permit the same to become delinquent. TUF shall suffer no lien, mortgage, judgment, execution, or adjudication of bankruptcy that would, in any way, impair the rights of the City under this Agreement or its rights to the Facilities.

(e) Final Adjudication. TUF may, diligently and in good faith, resist or contest the application or imposition of any such tax, fee, lien, debt, or obligation, in which case the same shall not be considered due, owing or imposed for the purposes of this Agreement until final adjudication of validity. TUF may likewise, diligently and in good faith, appeal any judgment, execution, or adjudication of bankruptcy, in which case the same shall not be regarded as impairing the City's rights until final adjudication.

18. REPORTS; AUDITS and BUDGETS.

(a) TUF shall, on an annual basis no later than January 31 (except that items under (i) below shall be due no later than April 30), provide to the Director a comprehensive written report of its activities from the preceding year (the "Annual Report"). The Annual Report shall contain the following:

- (i) No later than April 30, an audited financial report prepared by an independent Certified Public Accountant of all prior year receipts and expenditures of public and private funds, including but not limited to all fees or other charges for access to or use of the Facilities or participation in programs or activities, concession receipts, Gifts, Sponsorships, and Grants;
- (ii) Finalized budget for the upcoming year (unless it is impractical to submit by January 31)(Section 18(c)) ;
- (iii) Changes, or a statement of no changes, or proposed changes to the Personnel Policy (Section 5(c));
- (iv) Statement of any updates to Master Plans, or a statement of no updates;
- (v) List and description of assets (Hardware, Equipment, and Capital Improvements) acquired or transferred to the City in the preceding year, or assets intended to be transferred in the upcoming year, or a statement of no transfer or statement of no intent to transfer;
- (vi) Changes to Urban Farm dates and hours of operation if any made in the preceding year, or a statement of no changes (Section 10(a));
- (vii) Amendments or modifications to governance and operational documents, or a statement of no amendments or modifications (Section 10(e));

- (viii) Proposed changes in schedule of Fees, including free days, or a statement of no changes (Section 11(a));
- (ix) Schedule of proposed or planned events for the upcoming year, or a statement of no proposed or planned events;
- (x) Competitive selection procedures for concessionaires, or amendments, or a statement of no amendments (Section 11(g));
- (xi) List and description of completed construction and maintenance projects over \$10,000.00, or a statement of no projects or no completed projects;
- (xii) Documents resulting from any Assignments made in accordance with subsection 23(c), or a statement of no Assignments;
- (xiii) Modification to TUF's Gift Policy or a statement of no modifications (Section 12(a));
- (xiv) A copy of TUF's institutional report (if any).

If any item required in this subparagraph 18(a) was omitted from the Annual Report for the reasons set forth herein, then TUF shall so state in the Annual Report.

(b) Right to Audit. TUF agrees that any duly authorized representative of the City (including the City Auditor) shall, at the City's own expense and until three (3) years after termination of this Agreement, have the right to perform whatever audit or check the City may require, including a financial audit and a check for compliance with this Agreement.

(c) Other Records; Budget. Upon request, TUF shall also provide, or cause its contractors to provide, adequate documentation of expenditures, including invoices and payroll, with respect to any improvement project at the Park and its Facilities.

19. NON-DISCRIMINATION. TUF agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on TUF board, access to any of the Park and its Facilities, and participation in any public program at the Park and its Facilities. In connection with the performance of work under this Agreement, TUF 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, gender identity or gender expression, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts, subcontracts, or agreements it may enter.

20. ALCOHOL & DRUGS POLICY; SMOKING POLICY.

(a) TUF, its directors, officers, agents, and employees shall cooperate with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession

or sale of alcohol or drugs. Refusal to cooperate with implementation of the policy can result in the City barring TUF from City facilities or participating in City operations. TUF, as an employer, shall adhere to the federal, state, and local laws regarding alcohol and drug abuse. TUF shall, through its personnel rules and regulations, or otherwise, maintain a policy against the possession, use or sale of illegal drugs or the unauthorized use by employees of alcohol in the workplace in order to promote safe, healthful, and efficient operations. TUF agrees not to use any funds received from the City under this Agreement for the purchase, acquisition, or receipt of consumable alcohol.

(b) TUF agrees comply to with Executive Order No. 99 and any rules, regulations, or policies adopted by the Director and generally applicable to specified facilities under the auspices of Parks and Recreation.

21. ENVIRONMENTAL COMPLIANCE. TUF shall obtain all federal, state, and local environmental permits necessary for work and shall comply with all applicable federal, state, and local environmental permit requirements. TUF shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-containing soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, any Colorado statutes serving a similar purpose for environmental regulation, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Notwithstanding the preceding provisions of this paragraph 21, TUF is not responsible for curing any environmental hazard which existed on May 28, 1997.

22. TERMINATION. Other than as provided in paragraph 4, this Agreement may be terminated only as follows:

(a) **TUF Default.** In the event that TUF shall default or breach, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**TUF Default**”) and shall fail to cure such TUF Default within ninety (90) days following delivery of written notice from the Director specifying TUF Default and the date on which the City may exercise its right to terminate the Agreement if such TUF Default is not cured, the City may, in its reasonable discretion, terminate this Agreement. Any disputes between City and TUF regarding default shall proceed in accordance with the Department of Parks and Recreation’s Administrative Citations Rules, as may be amended or modified.

(b) **City Default.** In the event the City shall default or breach, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**City Default**”) and shall fail to cure such City Default within ninety (90) days following delivery of written notice from TUF specifying the City Default and the date on which TUF may exercise its right to terminate the Agreement if such City Default is not cured. If the

City Default is not cured or some other resolution is not reached at least thirty (30) days prior to the termination date or any extension date agreed to in accordance with subparagraph 22(c), TUF shall so notify the Director that the provisions of subparagraph 22(e) shall be effective on the later of these two dates if the City Default is not cured.

(c) Other. Upon mutual agreement of the parties, the time to cure any TUF Default or City Default may be extended to a date certain and the manner and extent of cure may be modified. The deadline for any cure under this paragraph 22 shall not excuse the obligation of any defaulting party to take timely and proper action to prevent, stop, mitigate, or alleviate any recent or impending damage to Facilities, or neighboring property or any existing or imminent threat to public health and safety.

(d) TUF Termination for Convenience. TUF may terminate this Agreement, with or without cause, with at least six (6) months' prior written notice to the City.

(e) Effect of Termination. Upon termination of this Agreement, including termination or expiration of this Agreement as provided in paragraph 4, the Park and its Facilities and all other permanent improvements contained therein or upon any other City-owned property shall remain the property of the City, and all TUF Property as identified in subparagraph 6(b), shall immediately become the property of the City if it cannot be removed from City land within one hundred twenty (120) days. Upon request, TUF shall execute and timely deliver bills of sale to the City for the transfer of The Urban Farm Property. TUF shall take all reasonable measures to turn over the Facilities and any other City-owned property to the City in a timely manner and in reasonably good operating condition. Any public funds that have not been used by TUF under this Agreement and not needed to cover TUF's remaining obligations incurred in performing its duties under this Agreement shall be promptly returned to the City. All remaining funds (including, without limitation, funds held by TUF as endowment) and other personal property held by TUF (not otherwise conveyed to the City under this subparagraph 22(e)) shall be used or distributed by TUF consistent with the duties and obligations of TUF towards the donors of any such funds or of any personal property and in accordance with TUF's articles of incorporation and Bylaws.

23. GENERAL PROVISIONS.

(a) Appropriation. Notwithstanding any provision of this Agreement to the contrary, financial obligations of the City, if any, under this Agreement is contingent upon all funds necessary for performance under this Agreement being budgeted, appropriated and otherwise made available, and any commitments by the City to provide services is contingent upon the necessary funds being budgeted, appropriated, and otherwise made available and the necessary discretionary actions being taken by the City Council and the Mayor. The parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(b) Good Faith. The City and TUF agree to work diligently and in good faith to perform and fulfill the duties and obligations and achieve the purposes of this Agreement and to resolve any unforeseen issues or disputes under this Agreement as quickly and fairly as possible.

(c) Assignment. TUF shall not assign, encumber, or otherwise transfer any rights or interests granted by this Agreement, in whole or in part, without the prior written consent of the City, and unless the assignee or transferee (1) shall agree to assume, and can reasonably demonstrate the ability to perform, the obligations of TUF under this Agreement and (2) shall agree to be bound by the terms, covenants, and conditions contained in this Agreement to be performed or satisfied by TUF with the like force and effect as though such assignee or transferee had been originally named hereunder. No assignment, encumbrance, or transfer of any kind shall be permitted that would extend or be effective beyond the term of this Agreement. Any assignment, encumbrance, or transfer must be approved and executed in the same manner as this Agreement.

(d) Contracting or Subcontracting. Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. TUF shall, upon request, provide to the Director a copy of any written contract or subcontract entered by TUF for work or services covered by this Agreement.

(e) Non-waiver. No party shall be excused from complying with any provision of this Agreement by the failure of the other party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said party.

(f) Applicable Law. The parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and applicable to this Agreement. The Director agrees to provide TUF with reasonable notice of and an opportunity to review and comment on any changes proposed by the Director in City ordinances and Parks and Recreation rules, regulations, and policies applicable to the Facilities before such changes are enacted or adopted. It is understood that the Director will not, in any event, propose any changes in laws, rules, or regulations applicable to the Facilities as a means to depart from the express terms of this Agreement; provided, however, this provision shall not restrict any authority of the City to adopt reasonable ordinances or rules and regulations which are of general application throughout the City, including the Park and its Facilities.

(g) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

(h) 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 TUF 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 provisions 1.2.9 and 1.2.12.

(i) No Personal Liability. No official, officer, director, agent, or employee of either party shall be charged personally or held contractually liable to the other party or its

officials, officers, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

(j) Force Majeure. No party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*. Notices of the occurrence and the end of such delay shall be provided by the party asserting *force majeure* to the other party. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, extreme weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities. Written notice of any claim of inability to perform or comply due to *force majeure* must be promptly given.

(k) No Third-Party Beneficiaries. 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 parties; 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. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(l) Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be deemed delivered upon receipt, if delivered personally or by facsimile transmission (receipt verified by telephone) or electronic mail, or upon the third day following posting by certified mail, return receipt requested, to the following addresses:

If to The Urban Farm:

Michael Nicks, Chief Executive Officer
The Urban Farm
10200 Smith Road
Denver, Colorado 80239

If to the City or the Director:

Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202
cc: Denver City Attorney

The address for any party set forth above may be changed at any time by written notice in the manner provided herein to all other parties.

(m) Entire Agreement. This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire Agreement of the parties. The parties agree there have been no representations, oral or written, other than those

contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(n) Amendment. Except as expressly provided in this Agreement, this Agreement must be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this Agreement.

(o) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term or condition that will legally achieve the original intent and purposes of the parties hereunder.

(p) No Employment of Illegal Aliens:

1) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “**Certification Statute**”).

2) TUF certifies that:

(A) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(B) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “**Department Program**”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3) TUF also agrees and represents:

(A) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(B) It shall not enter into a contract with a contractor or subcontractor that fails to certify to TUF that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(C) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

(D) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(E) If it obtains actual knowledge that a contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an

illegal alien, it will notify such contractor or subcontractor and the City within three days. TUF will then terminate such contractor or subcontractor if within three days after such notice the contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the contractor or subcontractor provides information to establish that the contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

(F) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

(q) No Construction against Drafting Party. The parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

(r) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

(s) Authority. Each party represents and warrants that it has taken all actions necessary or required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the party and to bind the party to its terms. The person(s) executing this Agreement on behalf of each party warrants that he/she/they have full authorization to execute this Agreement. The City shall have the right, in its discretion, to either temporarily suspend or permanently terminate this Agreement if there is any dispute as to the legal authority of either TUF or the person signing the Agreement for TUF to enter into this Agreement.

(t) Execution of Agreement. This Agreement shall not be or become effective or binding until it has been approved by ordinance and it has been fully executed by all signatories of the parties.

(u) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

(v) Electronic Signatures and Electronic Records. TUF 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.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURE BLOCK ON NEXT PAGE.]**

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 _____



Contract Control Number: PARKS-201843858-00

Contractor Name: The Urban Farm

By: Michael Nick

Name: Michael Nick
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

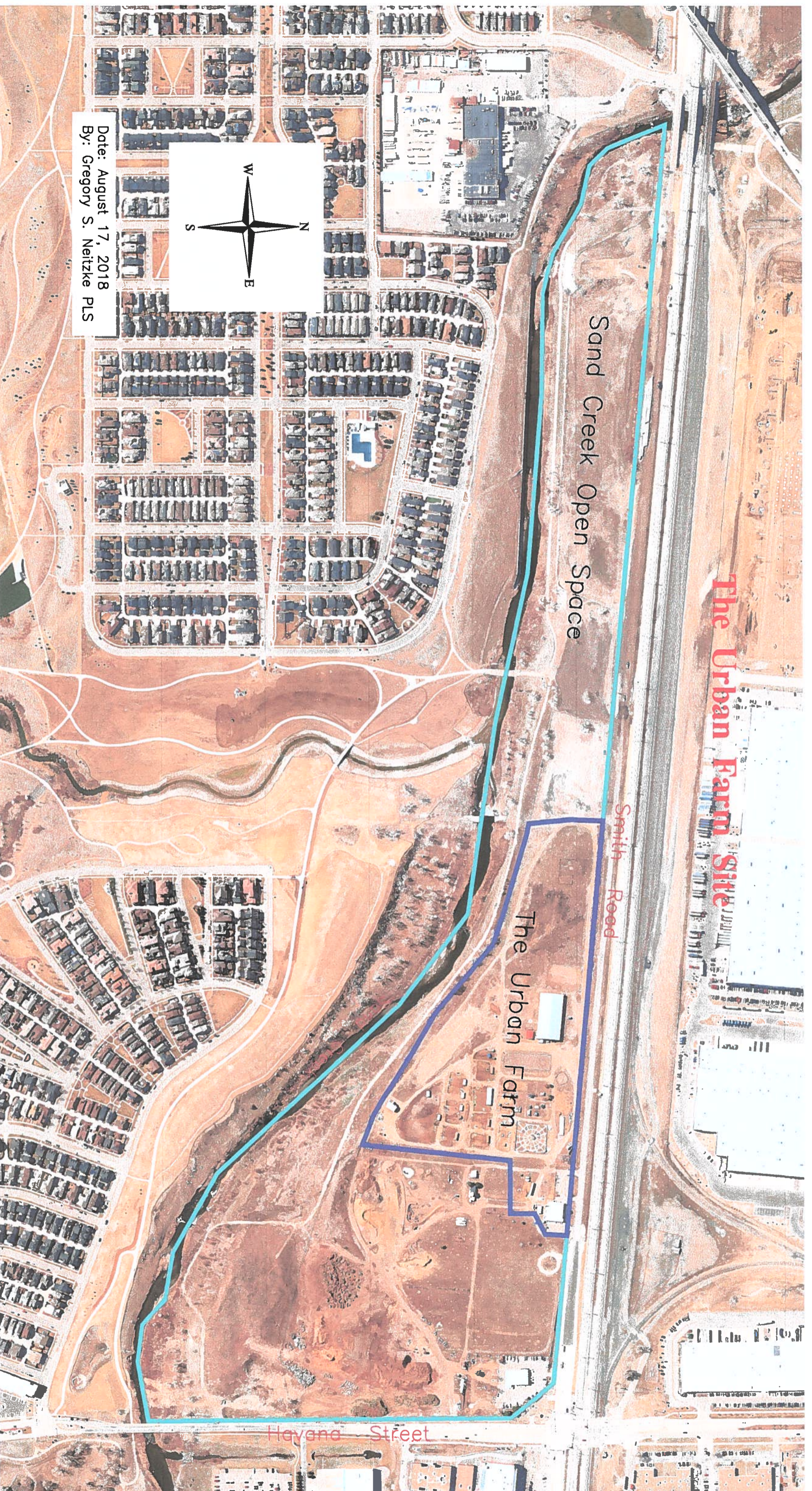
By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A



Date: August 17, 2018
By: Gregory S. Neitzke PLS

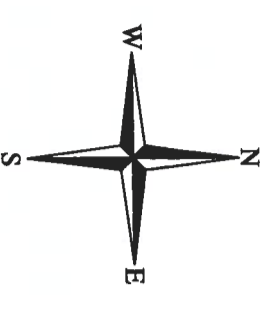


Exhibit B



presents

THE URBAN FARM AT STAPLETON



1. FRUIT TREE ORCHARD
2. HOOP HOUSE, COMPOST AND CHILDREN'S GARDENING
3. STAGE WITH HAY BAL SEATING
4. GATHERING AREA
5. GREENHOUSE GARDEN
6. EVENT AND PLAY AREA
7. COMMUNITY GARDEN
8. FARM STAND AREA
9. MULTI-USE EVENT AREA
30. PROPOSED SERVICE ROAD AND WEATHER STATION ACCESS
11. ANIMAL INTERACTION AND EDUCATION
12. VEGETABLE MESH
13. PROPOSED SERVICE ROAD
14. SMALL ANIMAL STABLES

15. SMALL ANIMAL PASTURE
16. SAND CREEK ENTRANCE/GATHERING AREA
17. PIG PENS
18. COIN PASTURE
19. COIN STABLES
20. EQUESTRIAN ARENA
21. EQUESTRIAN STABLES
22. INDOOR ARENA AND EVENTS AREA
23. EQUESTRIAN STRUCTURE STORAGE, BATHROOM EQUIPMENT
24. EQUESTRIAN PARKING
25. EQUESTRIAN PASTURE
26. TRAILER PARKING
27. LARGE SCALE COMPOST AREA
28. TURF MAINT BUILDING



20



14



15



2



19



11



8

**BYLAWS
OF
THE URBAN FARM AT STAPLETON**

**ARTICLE I
Offices**

Section 1. Name. The name of the corporation shall be The Urban Farm at Stapleton (hereinafter called the “Corporation”).

Section 2. Business Offices. The Corporation may have offices at such places as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 3. Registered Office. The registered office required by the Colorado Revised Nonprofit Corporation Act (hereinafter called the “Act”) to be maintained in Colorado may be changed from time to time by the Board of Directors or by the officers of the Corporation, or to the extent permitted by the Act, by the registered agent of the Corporation.

**ARTICLE II
Members**

Section 1 – Eligibility: Any person who subscribes to the purpose, goals and objectives, of the corporation and whose membership is approved by the Board of Directors shall be eligible for membership.

Section 2 --Membership Fees: Membership Fees are payable annually. Memberships expire on October 1st of each year.

The Executive Director will make recommendations for the amount of the Membership Fees. Any changes in the amount of Membership Fees will be approved by the Board of Directors.

Section 3 - Membership Voting Privileges: There are no voting privileges for members.

**ARTICLE III
Board of Directors**

Section 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by statute, the Articles of Incorporation, or these Bylaws.

Section 2. Number and Election; Qualifications. The number of Directors which shall constitute the entire Board of Directors shall be three (3) or such number as may be determined from time to time by amendment of these Bylaws. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The Directors

shall be elected (each for a two-year term) by the affirmative vote of a majority of the Directors then in office at the annual meeting of the Board of Directors, except as provided in Section 3 hereof, and each Director elected shall hold office until his/her successor is elected and qualified or until his/her earlier resignation or removal. There is no limit to the number of terms a Director may serve. Each director must be a natural person who is eighteen (18) years of age or older.

Section 3. Vacancies. Any vacancy occurring on the Board of Directors (including a vacancy resulting from an increase in the number of Directors) may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until his/her successor is elected and qualified or his/her earlier resignation or removal.

Section 4. Annual Meeting. A regular annual meeting of the Board of Directors shall be held at a time and place to be designated by the Board of Directors and specified in the notice of meeting.

Section 5. Regular Meetings. The Board of Directors may provide by resolution the date, time and place for the holding of regular meetings, other than the annual meeting of the Board of Directors, without other notice than such resolution.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President upon ten (10) days notice to each Director, except as provided in Article III, Section 10 hereof with respect to telephone meetings, and a special meeting shall be called by the Secretary on like notice upon the written request of two-thirds (2/3) of the number of Directors then in office. Such meeting shall be held on such date and at such time and place as shall be designated in the notice of the meeting by the person or persons calling the meeting.

Section 7. Notice; Waiver of Notice. Whenever any notice of a meeting of the Board of Directors is required to be given under provisions of the Articles of Incorporation or these Bylaws, (a) such notice shall be given either personally, by telephone, by mail, by facsimile, or by electronic communication, and, unless otherwise provided in these Bylaws, at least ten (10) days before the date designated for such meeting; or (b) a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, shall be equivalent to the giving of such notice. Notice shall be deemed given at the time when the same is personally delivered, deposited in the United States mail, with postage thereon prepaid, transmitted by facsimile, or delivered to a telegraph company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Presence at any meeting without objection also shall constitute waiver of any required notice.

Section 8. Quorum and Vote at Meetings. At any meeting of the Board of Directors, a majority of the Directors in office shall be necessary and sufficient to constitute a quorum for the transaction of all business, provided, however, that in no event shall a quorum consist of less than one-third of the number of Directors fixed in accordance with these Bylaws. A majority of the votes cast at a meeting of the Board of Directors, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may

properly come before the meeting, unless the concurrence of a greater proportion is required for such action by statute, the Articles of Incorporation, or these Bylaws. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time until a quorum shall be present. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth such action and otherwise complying with the Act, is signed by all of the Directors, and such written consent is filed with the minutes of proceedings of the Board. Such consent shall have the same force and effect as a unanimous vote.

Section 10. Telephone Meetings. Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 11. Resignation and Removal of Directors. Any Director may resign at any time. Such resignation may be made in person or in writing to the President or the Secretary and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective. Directors may be removed with cause, at any meeting of the Board of Directors duly called and at which a quorum is present, by the affirmative vote of a majority of the Directors then in office.

Section 12. Compensation and Reimbursement. Directors and members of any committee of the Board of Directors shall not be entitled to compensation for their services as Directors or committee members. Directors and members of any committee of the Board of Directors shall be entitled, to the extent authorized by the Board of Directors, to reimbursement for any reasonable expenses incurred in attending meetings of the Board or any committee of the Board, as the case may be.

ARTICLE IV

Officers

Section 1. Positions; Qualifications. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, and other such offices or committees as the Board of Directors may appoint who shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same person; provided, however, that in no event shall the President and Secretary be the same person. All officers must be natural persons who are eighteen (18) years of age or older.

Section 2. Election and Term of Office. Each officer of the Corporation shall be elected (each for a two-year term) by the affirmative vote of a majority of the Directors then

in office, and each officer shall hold office until his/her successor shall have been chosen and qualified or until his/her death, resignation or removal. There is no limit to the number of terms a Director may serve. Election or appoint of an officer shall not in itself create any contractual rights.

Section 3. Resignation and Removal. Whenever in the judgment of the Board of Directors the best interest of the Corporation will be served thereby, any officer may be removed from office by the affirmative vote of a majority of the Directors then in office. Such removal shall not prejudice the contractual rights, if any, of the person so removed. Any officer may resign at any time by delivering a written resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof. Should a vacancy occur prior to election, the President may appoint a successor to fill the unexpired term of said officer. If the vacancy shall occur in the office of President, the Board of Directors may appoint a successor to fill the unexpired term of said officer.

Section 4. President. The President is the Chief Executive Officer of the organization and has ultimate authority for the organization. The President shall preside at all meetings of the Board of Directors and shall perform such other duties and have such other powers as may be vested in the President by the Board of Directors. In the absence of the President, the Board may appoint another officer to preside at meetings.

Section 5. Secretary. The Secretary shall attend all meetings of the Board of Directors, and shall record all the proceedings of the meetings of the Board of Directors in a book to be kept for that purpose, and shall perform like duties for the standing committees, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President. The Secretary shall have custody of the corporate seal of the Corporation, if any, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation.

Section 6. Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall render to the President, and to the Board of Directors at its regular meeting, or when the Board of Directors so requires, an accounting of all transactions as Treasurer of the financial condition of the Corporation.

ARTICLE V

Indemnification and Limitation of Liability

Unless expressly prohibited by law, the Corporation shall fully indemnify any person made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person, or such person's testator or intestate, is or was a director, officer, employee or agent of the Corporation or serves or served any other enterprise at the request of the Corporation, against all expenses (including attorneys' fees), judgments, fines and amounts paid or to be paid in settlement incurred in connection

with such action, suit or proceeding.

ARTICLE VI
General Provisions

Section 1. Execution of Instruments. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2. Seal. The Corporation may have a seal of such design as the Board of Directors may adopt. If so adopted, the custody of the seal shall be with the Secretary and he/she shall have authority to affix the seal to all instruments where its use is required.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1st and end on December 31st of each year, with the initial fiscal year to commence on the date of incorporation.

ARTICLE VII
Amendments of Bylaws

These Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted, at a meeting of the Board of Directors duly called and at which a quorum is present, by the affirmative vote of a majority of the Directors then in office.

* * * *

Revised Bylaws were passed and adopted on July 21, 2011 and became effective on July 21, 2011, superseding other Bylaws adopted by the Corporation..



THEURBA-01

RMURRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2018

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services (COL) 1125 17th Street, Suite 900 Denver, CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300	FAX (A/C, No): (866) 243-0727
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Philadelphia Indemnity Insurance Company	
	NAIC #	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED The Urban Farm at Stapleton 10200 Smith Road Denver, CO 80239
--

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 INSD	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 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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			PHSD1330539	04/23/2018	04/23/2019	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of current coverage prepared for The City and County of Denver Dept of Parks and Recreation
Regarding location: 3238, 10200 Smith Rd, Denver, CO 80239.

CERTIFICATE HOLDER

CANCELLATION

The City and County of Denver Dept of Parks and Recreation Attn: Devron McMillin 201 West Colfax, Dept 1010 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 
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