

USER AGREEMENT

This **USER AGREEMENT** (the “**Agreement**”) made and entered, effective as of the date set forth on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER** (the “**City**”), a Colorado municipal corporation, and the **STAPLETON FOUNDATION FOR SUSTAINABLE URBAN COMMUNITIES** (“**Foundation**”), a Colorado nonprofit corporation, whose address is 7350 E. 29th Avenue, Suite 204, Denver, Colorado 80238.

RECITALS

WHEREAS, the Foundation desire to conduct the “be well” program (“**Program**”) at three recreation centers owned and operated by the City and County of Denver through its Department of Parks and Recreation (“**Department**”); and

WHEREAS, the City concurs with and supports the conducting of the Program by the Foundation and desires to grant a permit to the Foundation for this purpose subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, the City, in consideration of the recitals stated above and the terms and conditions stated in this Agreement, hereby grants to the Foundation, and the Foundation hereby accepts, a permit for the purposes stated in this Agreement:

1. REPRESENTATIVES:

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

B. Foundation Representative. The Foundation shall designate, in writing to the City Representative, a person associated with the Foundation who is directly in charge of directing the Program at the recreation facilities and who shall have full authority to serve as the representative for the Foundation for all essential communications and other contacts specified in this Agreement (“**Foundation Representative**”). The Foundation shall provide contact information for the representative, including mobile telephone number and email address. The Foundation may designate a new Foundation Representative by providing written notice to the City Representative within seven (7) days.

2. PERMITTED ACTIVITIES, LOCATION and DURATION. The Foundation will provide the Program at three (3) Denver-owned recreation centers – Central Park Recreation Center, located at 9651 E. Martin Luther King, Jr. Blvd., Denver Colorado 80238; Hiawatha Davis, Jr. Recreation Center, located at 3334 Holly St., Denver, Colorado 80207; and Martin Luther King, Jr. Recreation Center, located at 3880 Newport St., Denver, Colorado 80207

("Recreation Facilities"). The Foundation agrees that the Program, the use of the specified Recreation Facilities and the number of Participants will be limited as provided herein unless written permission is obtained by the Foundation Representative in advance from the City Representative.

3. RESPONSIBILITIES.

A. Basic Obligations. The Foundation shall conduct its Program in the Recreation Facilities in a careful, safe, and proper manner, and shall not engage in any uses or activities prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Foundation, along with its officers, employees, volunteers, agents, and Participants, shall comply with all applicable rules and regulations of the City's Department of Parks and Regulation regulating use and behavior in parks or recreation facilities. The Foundation shall also keep the Recreation Facilities and the immediately surrounding area clean and free and clear from all trash, debris, waste or stains and shall take such reasonable measures as necessary to protect the Recreation Facilities, during Program activity, from damage resulting from the Foundation's use or activities or the use or activities of their officers, employees, volunteers, agents, and Participants.

B. Operations; Employees.

(i) The Foundation shall provide a comprehensive list of programs, the requested facility location and the times and dates of such programs at least fifteen (15) business days to the proposed start date. Requests for additional dates, times or space for the proposed Program must be made within seven (7) calendar days prior to the Program start date and will be considered if space is available. The Foundation will set all fees charged for the Program and will handle all registrations for the Program and any related financial transactions. The Foundation shall provide written communication with the City Representative of any changes and/or cancellation of program sessions, at least seven (7) calendar days in advance of the proposed change or cancellation.

(ii) The Foundation shall, subject to this Agreement, select and hire its own employees and shall be solely responsible for their pay, benefits, continued employment or termination, and all other aspects of the employment relationship. Instructors shall be licensed and certified as fitness instructors, or otherwise licensed and certified to conduct the particular Program. The Foundation shall pay withholding taxes as well as unemployment compensation and workers compensation premiums for its employees and shall provide the City Representative with evidence of such compliance upon request.

(iii) The Foundation shall not hire, retain, or use the services of any employee, agent, or subcontractor with a felony criminal conviction or convictions or who has been charged with a felony crime involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children. A "conviction" shall mean a plea of guilty, a plea of no lo contendere, a finding of guilt, a default

judgment, or a deferred judgment and sentence. The Foundation shall use every reasonable means available to confirm that its employees, agents, or subcontractors have not been convicted or charged as set forth above and shall immediately and fully inform the City if the Foundation becomes aware of any such conviction or charge. If such a criminal conviction exists and the Foundation believes there are extenuating circumstances that should be considered, the Foundation may request, in writing, that the Director waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Director. Failure to comply with this paragraph or, at the City's option, failure to promptly fire an employee, agent, or subcontractor who has been so convicted or charged shall be cause for the City to immediately terminate this Agreement. The Foundation shall indemnify, hold harmless, and defend the City against any claims, actions, suits, damages, injuries, costs, penalties, judgments, awards, settlement, or other liability or expenses arising from or related to Foundation's failure to comply with this paragraph.

(iv) The City and the Foundation shall meet on a quarterly basis to address any concerns or issues that may arise.

(v) The City shall reasonably promote the Program as a part of the activities available, without regard to whether the Program is conducted at that Recreation Facility.

C. Recreation Facility Permitting Policy. For any of the recreation centers provided to the Foundation for the Program, the Foundation agrees to comply with the “Conditions of Use” specified in Section 6.0 of the adopted Recreation Facility Permitting Policy, except for Sub-section 6.2 regarding security which is not applicable. Tables and chairs will be provided by the Department of Parks and Recreation for the Foundation’s use during the Program activity to extent provided in Section 6.0 of the Recreation Facility Permitting Policy. Department programming shall take priority over Program sessions, and the respective recreation supervisors shall retain the discretion to program their facilities to accommodate Department needs with appropriate notification to the Foundation.

D. Participants. The Foundation shall maintain attendance information and data for each session conducted. The Foundation shall quarterly provide to the City attendance information including attendance sign-in sheets for each session at each Recreation Facility. The Foundation shall disseminate to all participants information on Department facilities and offerings as well as Department membership application as provided by Denver Parks and Recreation. The Foundation shall allow any recreation facility user who is in the center at the time of a session to participate in the class conducted at that time without requiring them to sign-up for the full Program.

E. Publicity. The Foundation shall not include any reference to the Agreement or to services performed pursuant to the Agreement, or any use of the City logo or Department logo, in any of the Foundation’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials

related to services performed under the Agreement will be limited to services that have been accepted by the City. The Foundation shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

E. Release and Waiver. The Foundation shall prepare a release and waiver of liability form, acceptable to the City, which it will require all Participants to sign. The City shall be a party, along with the Foundation, for which the Participants are releasing and waiving liability.

F. Recreation Coordinator. The City, through its Department, shall provide coordination among the Department, the Foundation and the applicable Recreation Facility. The City Representative will facilitate such communication with regard to coordination, and the City Representative will schedule the necessary meetings with the Recreation Facility supervisors. The City Representative will provide necessary services in monitoring schedules, assisting in program delivery, working with the coordinator, and connecting Participants to the Recreation Centers.

4. TERM and TERMINATION.

A. Term: The term of this Agreement shall commence on May 15, 2017, and shall expire on May 16, 2019, unless sooner terminated pursuant to the terms of this Agreement or is extended by an amendment to this Agreement executed in the same manner as this Agreement (“**Term**”).

B. Termination:

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

2) The City may, upon good cause and at its election, terminate the permit issued under this Agreement for a material breach or default by the Foundation under this Agreement, provided that the Foundation shall have ten (10) days (or such longer time as specified by the Director) following the receipt of written notice from the City to substantially cure or rectify the breach or default. If the Foundation fails to substantially cure or rectify the breach or default within the specified period of time, the City shall have a right to terminate the permit issued under this Agreement and require that the Foundation pay the City for any compensation owed under paragraph 4 of this Agreement, for the repair of any damages to the Recreation Facilities resulting from the operation of the Program, for any unpaid debt related to the operation of the Program for which a creditor is seeking payment from the City, and for any financial recovery the City may be entitled to under this Agreement.

6. INDEMNIFICATION. The Foundation shall defend, indemnify, and save harmless the City, its appointed and elected officials, agents, and employees from any and all fines, losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers’ Compensation claims, of or by anyone

whomsoever, on account of personal injury or death of any person or damage to property, including those persons employed by or associated with the City or property belonging to the City, its appointed and elected officials, agents, and employees, where the injuries or damage are caused by the negligence or misconduct of the Foundation or its employees, officers, agents, volunteers, or Participants on or about the Recreation Facilities during Day Camps or where such injuries or damage are the result, directly or indirectly, of the violation of the provisions of this Agreement. This indemnity shall survive the expiration or earlier termination of this Agreement. The Foundation need not, however, indemnify or save harmless the City, its appointed and elected officials, agents, and employees from damages resulting from the sole negligence or misconduct of the City's appointed and elected officials, agents, and employees. In the event of a Claim, the Foundation covenants and agrees that it will not file or assert any legal action or claim against the City, its officers, agents and employees by way of cross claim, counterclaim, third party claim or independent action regardless of the alleged fault of either the Foundation or the City. If the City reasonably believes that the Foundation has asserted a defense against any Claim that puts the City at risk of incurring any substantive liability under the Claim or a collateral action or puts the City's rights, title, or interest in the Recreation Facilities at any risk, the Foundation's insurer shall promptly provide, at the insurer's expense, separate legal counsel reasonably acceptable to the City or, if this does not occur, the City shall have the right to elect to provide its own defense, and the Foundation shall be liable for the City's defense costs. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Foundation under this Agreement. The Foundation shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

7. FOUNDATION'S INSURANCE.

A. General Conditions: The Foundation agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, activities, occupancies, uses and services under this Agreement. The Foundation shall keep the required insurance coverage in force at all times during the term of the Agreement or any extension thereof. 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. The Foundation shall provide written notice of cancellation, non-renewal and any reduction in coverage to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Foundation. The Foundation shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Foundation. The Foundation shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The Foundation shall provide a copy of this Agreement to its insurance agent or broker. The Foundation certifies that the certificate of

insurance attached as **Exhibit A**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Foundation's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require, and the Foundation shall promptly provide, additional proof of insurance, including but not limited to policies and endorsements, at any time.

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

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

E. Subcontractors and Subconsultants of Foundation: All subcontractors and subconsultants of the Foundation (including independent contractors, suppliers or other entities providing goods or services to the Foundation at the Recreation Facilities) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Foundation. The Foundation shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall that all such subcontractors and subconsultants maintain the required coverages. The Foundation agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

H. Business Automobile Liability: The Foundation shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all hired and non-owned vehicles used in association with this Agreement. The Foundation has represented, upon which representation the City is relying, that it does not utilize any vehicles owned by the Foundation and rather uses hired and non-owned vehicles.

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

J. Additional Provisions:

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

K. Other: The insurance requirements set forth in this paragraph 7 shall survive the expiration or earlier termination of this Agreement. The Executive Director of Parks and Recreation shall have the right to suspend this Agreement, and deny the Foundation access to the Recreation Facilities, if at any time the Director becomes aware that the Foundation has failed to satisfy the insurance requirements, in whole or part, set forth in this paragraph 7 and may, at the Director's discretion, terminate this Agreement if the Foundation fails to rectify the deficiency on the insurance requirements within a reasonable time frame, as determined by the Director. Alternatively, if it should be determined by the Director that the Agreement should remain in effect, the City shall have the right to obtain any insurance coverage specified in this paragraph 7 as Denver Risk Management deems necessary to remedy the deficiency in the Foundation's policies, and the Foundation agrees to promptly and fully reimburse the City for the costs of such insurance coverage upon being provided a bill for the costs.

8. APPLICABLE LAW; COMPLIANCE WITH LAWS.

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

B. No Discrimination in Employment. In connection with the performance under this Agreement, the Foundation agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified,

solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Foundation further agrees to insert the foregoing provision in all subcontracts hereunder.

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

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

9. MISCELLANEOUS.

A. Legal Authority.

(1) The Foundation assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

(2) The person or persons signing and executing this Agreement on behalf of the Foundation, do hereby warrant and guarantee that they have been fully authorized by the Foundation to execute this Agreement on behalf of the Foundation and to validly and legally bind the Foundation to all the terms, conditions, obligations, and requirements herein set forth.

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

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

C. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and rights of action relating to such enforcement, shall be strictly reserved to the City and the Foundation, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It

is the express intention of the City and the Foundation that any person or entity other than the City or the Foundation receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

F. Disputes, Venue and Governing Law.

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

(2) This Agreement shall be construed and enforced pursuant to the laws of the State of Colorado and any applicable federal law, without regard to any statute or rule of law specifying a different choice of law, and pursuant to the City Charter, Denver Revised Municipal Code, the applicable rules, regulations, and policies of the City's departments and agencies, and executive orders of the City's Mayor.

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

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

If to the Foundation, to: The Stapleton Foundation
Attn: Alisha Brown, Vice President
7350 E. 29th Avenue, Suite 300
Denver CO 80238

H. Construction of this Agreement.

(1) Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

(2) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Foundation as are permitted to succeed to the Foundation's rights under this Agreement.

(3) Reasonableness of Consent or Approval. Unless otherwise specifically provided to the contrary, all decisions, approvals or consents shall be made in the reasonable discretion of the party making the same. Further, unless a specific time frame is provided herein, any approval or consent shall not be unreasonably withheld or delayed. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

(4) Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid; provided, however, if the invalidated term was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with any applicable law and the judgment of the court.

I. Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the Parties pertaining to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or any other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly

executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

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

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

L. Electronic Signatures and Electronic Records. The Foundation 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 is deliberately left blank. Signature blocks begin on next page.]

Contract Control Number: PARKS-201735011-00

Contractor Name: THE STAPLETON FOUNDATION FOR
SUSTAINABLE URBAN COMMUNITIES

By: 

Name: Alisha Brown
(please print)

Title: DICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2017

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 St 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 | | | NAIC # |
| INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) | | | 10023 |
| INSURER B : Pinnacol Assurance Company | | | 41190 |
| INSURER C : | | | |
| INSURER D : | | | |
| INSURER E : | | | |
| INSURER F : | | | |

INSURED

Stapleton Foundation For Sustainable Urban Communi
7350 E 29th Ave, Suite 204
Denver, CO 80238

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 | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | 2017-11452 | 06/16/2017 | 06/16/2018 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | LIQUOR LIABILITY | \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 2017-11452 | 06/16/2017 | 06/16/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | 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 RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ | \$ |
| B | 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 | | | 4029419 | 10/01/2016 | 10/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$ |
| | | | | | | | E.L. EACH ACCIDENT | \$ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract number: 201735011.
 City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Coverage is primary and non-contributory.
 Waiver of Subrogation shall apply.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City and County of Denver Parks and Recreation/Finance Department 201 West Colfax Avenue, Dept. 1105 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  |