

AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT (“Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and the **TALLBULL MEMORIAL COUNCIL**, a Colorado nonprofit corporation, organized under the laws of the State of Colorado, with a mailing address of P.O. Box 7364, Denver, Colorado 80207 and office address of 1255 Roslyn Street, Denver, Colorado 80220 (“Council”).

RECITALS

WHEREAS, the City and the Council entered a Cooperative Agreement on August 5, 1997 (“Cooperative Agreement”), authorizing the use by the Council of a certain described lands within Daniels Park, owned by the City but located in Douglas County, for specified uses by the Council; and

WHEREAS, the Cooperative Agreement has a provision that allows the term of the Cooperative Agreement to be extended, at the option of the Council, until the March 1, 2022, provided that the Council provides written notice to the Manager of the Department of Parks and Recreation of its intent to exercise the option during the year 2011 and the extension is approved by City Council ordinance; and

WHEREAS, the Council has provided the prescribed written notice to the Manager; and

WHEREAS, beyond the extension of the term of the Cooperative Agreement, the City and the Council wish to provide for certain changes to the required insurance specified in this Amendment and for the grazing of bison within the Premises at such times and subject to such terms as agreed by the Council and the Manager of the Department of Parks and Recreation.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

I. That the option to extend the term of the Cooperative Agreement, as provided in paragraph 2 of the Cooperative Agreement, has been exercised by the Council and that the term of the Cooperative Agreement is extended to March 1, 2022, subject to the approval of this Amendment by City Council, acting by ordinance.

97-0618-A

II. That Paragraph F. of Section 3 of the Cooperative Agreement is hereby deleted and replaced with the following:

F. INSURANCE:

1. **General Conditions:** The Council agrees to secure, at or before the time of execution of this Amendment (if not already obtained), the following insurance covering all operations and activities provided pursuant to the Cooperative Agreement and this Amendment. The Council shall keep the required insurance coverage in force at all times during the term of the Cooperative Agreement and this Amendment, or any extension thereof, and for three (3) years after termination of the Cooperative Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. 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." Additionally, the Council shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Council. The Council shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Amendment are the minimum requirements, and these requirements do not lessen or limit the liability of the Council. The Council 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 the Cooperative Agreement and this Amendment.

2. **Proof of Insurance:** The Council shall provide a copy of this Amendment to its insurance agent or broker. The Council certifies that the certificate of insurance attached as **Exhibit A**, an ACORD certificate, complies with all insurance requirements of this Amendment. 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 Amendment shall not act as a waiver of the Council's breach of this Amendment or of any of the City's rights or remedies under the Cooperative Agreement. The City's Risk Management Office

may require additional proof of insurance, including but not limited to policies and endorsements.

3. **Additional Insureds:** For Commercial General Liability, the Council's insurer, and any subcontractors' insurer(s), shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

4. **Waiver of Subrogation:** For all coverages, the Council's insurer shall waive subrogation rights against the City.

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

6. **Workers' Compensation/Employer's Liability Insurance:** The Parties recognize and agree that the Council is an independent nonprofit corporation providing no services or goods to the City under the Cooperative Agreement. To the extent that Colorado law requires that the Council provide for workers' compensation/employer's liability insurance for any of the Council's employees or contracted employees, the Council agrees to comply with such legal requirements. Otherwise, workers' compensation/employer's liability insurance is not applicable to, and not required for, the Cooperative Agreement or this Amendment.

7. **Commercial General Liability:** Council 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.

8. **Personal Automobile Insurance:** The Council represents, as material representations upon which the City is relying, that Council does not own any motor vehicles that will be used in performing or exercising any rights under the Cooperative Agreement and that the Council's owners, officers, directors, employees, volunteers, and other invitees use their personal vehicles. The Council shall ensure that any person operating a motor vehicle entering

the Premises, as specified in the Cooperative Agreement, or utilizing a motor vehicle in exercising any rights under the Cooperative Agreement shall keep in full force Personal Auto Liability coverage with minimum limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage.

9. **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

- (i) That the Cooperative Agreement and this Amendment is an Insured Contract under the policy;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) 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

(c) The Council shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Council will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

III. That Section 4 of the Cooperative Agreement is hereby deleted and replaced with the following:

4. **USE BY THE CITY:** It is understood and agreed that the City shall have the opportunity to schedule usage of the Premises for programs of its Community and Outdoor Recreation Divisions, provided that such scheduling requests are submitted prior to December 1st of the preceding year and subject to approval of the Council, whose approval shall not be unreasonably withheld. In addition, the Council and the Manager of the Department of Parks and Recreation may enter into letter agreements, on an annual or longer basis, for establishing times and terms for the Daniels Park bison to be released and allowed to graze on the Premises, provided that such bison releases do not conflict with the Council's planned uses of the Premises.

IV. That, except as amended herein, the Cooperative Agreement is ratified and affirmed and shall remain in full force and effect.

Contract Control Number: XC79008 (1)

Vendor Name: TALLBULL MEMORIAL COUNCIL

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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

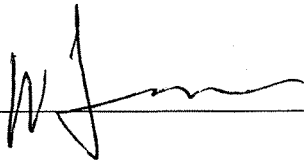
By _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: XC79008 (1)

Vendor Name: TALLBULL MEMORIAL COUNCIL

By: 

Name: William Tail Bull
(please print)

Title: President / Chairman
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





CITY AND COUNTY OF DENVER

Finance Office
Risk Management
Workers' Compensation Unit

1675 BROADWAY
SUITE 1600
DENVER, CO 80202-4705
PHONE: (720) 913-3330
FAX: (720) 913-3184

WELLINGTON E. WEBB
Mayor

March 13, 2001

Mr. Delmar Hamilton
Tall Bull Memorial Council
P.O. Box 40061
Denver, Colorado 80204-0061

RE: Waiver of Specific Insurance Requirements

Dear Mr. Hamilton:

This is in response to your request for a waiver of Worker's Compensation and Business Automobile Insurance Coverage as required in your 1997 Cooperative Agreement. I have reviewed the current operating circumstances and find that the Tall Bull Memorial Council does not have employees functioning at the Daniels Park Facility. Further, there are no owned Autos associated with the Council.

Your Insurance provider, Talbot Insurance has sent a correspondence, which indicates that Non-Owned Auto Liability coverage will be added by endorsement to your General Liability coverage. Please have a copy of that endorsement forwarded to our office when the carrier has issued it.

Under these circumstances, a waiver from the Worker's Compensation and Business Auto insurance requirement is granted.

Please call if you my office at (720)-913-3230 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joel Hirschboeck".

Joel Hirschboeck
Risk Administrator

Cc: Gary Elley, Finance
Jonny Bearcub Stiffarm, MOCC
Andy Weber, City Attorney's Office



CERTIFICATE OF LIABILITY INSURANCE

OP ID: APH

DATE (MM/DD/YYYY)

02/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lightship Insurance 1650 Franklin Street Denver, CO 80218 John Klaassen		303-292-9995 303-292-9996	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TALLB-3	FAX (A/C, No):
INSURED Tallbull Memorial Council William Tallbull 1255 Roslyn st Denver, CO 80220	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Essex		INSURER B :		
INSURER C :		INSURER D :		
INSURER E :		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CL050301668	01/27/11	01/27/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
	Commercial Applca						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

DENVE-5 City and County of Denver Dept of Parks & Recreation 201 W Colfax Ave Dept 602 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 John Klaassen
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