

PARTNERSHIP AND SUBLICENSE AGREEMENT

THIS PARTNERSHIP AND SUBLICENSE AGREEMENT (“Agreement” or “Partnership Agreement”) is made and entered into as of the date of execution by the City, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the state of Colorado (the “City”), and ATHMAR PARK NEIGHBORHOOD ASSOCIATION INC., a Colorado nonprofit corporation (“APNA”), with an address of P.O. Box 19732, Denver, Colorado 80219 (City and APNA may each be referred to herein as a “Party” and collectively as the “Parties”).

RECITALS:

A. The Public Service Company of Colorado (“PSCo”), a Colorado corporation and provider of public utility service to Denver and the general public, is the fee owner of certain property (the “Property”) more particularly described and depicted on the site plan (the “Site Plan”) attached hereto as Exhibit A and incorporated herein by this reference.

B. The City entered into a Master License Agreement (“License Agreement”) to allow the City to make certain improvements or installations in, on, or along the Property.

C. In accordance with the permissions provided under the License Agreement, City, through its Department of Transportation and Infrastructure, intends to install a pedestrian trail (“Trail”) within the Property, also as depicted in Exhibit A.

D. PSCo, under the terms of the License Agreement, has agreed to allow the City to enter into a sublicense with a selected community partner for that partner to perform certain additional installations and perform certain maintenance and upkeep for the benefit of the Property and the Trail under this Partnership Agreement.

E. City agrees that APNA is uniquely able and qualified to partner with the City to perform installation and maintenance in this Agreement based on the location of the Property and extent of the improvements.

F. In accordance with Article II, Part 4, § 2.4.4(F) of the Charter of the City and County of Denver, the Executive Director of the Denver Department of Parks and Recreation (“Executive Director”) 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 Executive Director’s authority and responsibility with respect thereto.

G. APNA is willing and has the present capacity to perform the requirements under this Agreement for the benefit of the Property, and for the use and benefit of the citizens of the City and County of Denver and the general public.

H. It is in the best interest of APNA, the City and the general public that this Agreement should be entered into to provide for the services described herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, for the purpose of setting forth the relationship between APNA and the City with

respect to the Property and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is mutually agreed by the City and APNA as follows:

1. ENGAGEMENT; LIMITATIONS. The City hereby engages APNA, a non-profit organization, to perform maintenance and limited operations of the Property under a sublicense for the enjoyment, benefit and service of the public. APNA hereby accepts such engagement on the terms and conditions set forth herein. APNA is hereby granted the limited right, subject to the License Agreement, to enter onto the Property for purpose of this Partnership Agreement as provided therein. Notwithstanding anything to the contrary in this Agreement, the rights herein granted to APNA are not, and shall not be construed as, a permanent lease, easement, or other interest in real property. No part of the Property may be used for events, issuance of any type of use permit, rentals, or any other use or access not set forth in this Agreement unless otherwise authorized in writing by the Executive Director. The public purpose of this Agreement is to provide for the maintenance and limited operation of the Property, under a License Agreement, for the use and benefit of the people of the City and the general public through public or private cooperation between the City and the private, non-profit APNA in conformance with Article II, Part 4, § 2.4.4(F) of the Charter of the City and County of Denver (“**City Charter**”).

2. STATUS AND AUTHORITY OF APNA.

(a) Authority. The status of APNA 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. APNA 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, or any requirements, terms or conditions of the License Agreement with PSCo. This Agreement is not intended, nor shall this Agreement be construed, to establish or constitute a joint venture between the City and APNA, or between PSCo and APNA. The authority delegated under this Agreement shall not be construed to grant APNA the right or power to bind, or to impose any liability upon, the City or PSCo through any contracts or agreements APNA may make, unless the prior, written approval of PSCo on PSCo’s behalf is obtained, or the Executive Director on the City’s behalf is obtained, which approval shall not be unreasonably withheld, and the contract or agreement complies with all applicable City ordinances and regulatory requirements.

(b) Nonprofit Status. APNA 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)(6) of the Internal Revenue Codes (or any successor provision).

3. TERM. This Agreement shall commence as of the Effective Date and shall expire three (3) years after the Effective Date (the “Expiration Date”), unless otherwise terminated or if the License Agreement is terminated.

4. IMPROVEMENTS TO PROPERTY. The Parties acknowledge and agree that the City has performed or intends to perform installation of the Trail and other installations and improvements with respect to the Property. APNA intends to perform additional limited installations to the Property.

5. PERSONNEL.

(a) APNA shall have the sole authority to hire, engage, fix the compensation and benefits of, supervise, train, evaluate, discipline and discharge its employees or contractors in conformance with all laws governing private employers and independent contractors. Under no circumstances shall APNA be regarded as employees or contractors of the City; however, all APNA employees or contractors are expected to comply with the terms and conditions of this Agreement.

(b) Prevailing Wages; Minimum Wages. APNA shall comply with provisions of Section 20-76 of the Denver Revised Municipal Code regarding the payment of applicable prevailing wages (“Prevailing Wages”); and provisions of Sections 20-82 through 20-84 of the Denver Revised Municipal Code regarding the payment of applicable minimum wages (“Minimum Wages”), as either may be amended from time to time.

(c) Diversity. APNA herewith endorses the policy of actively encouraging diversity within employees, personnel and leadership, at all levels, and it shall continually strive to achieve diversity among said personnel throughout the term of this Agreement.

6. PERSONAL PROPERTY. Any equipment, furnishings, supplies or other personal property now owned or acquired in the future by APNA for use in connection with APNA’s services at the Property shall be held in legal ownership by APNA during the term of this Agreement and any extension thereto (“APNA Personal Property”). APNA may, from time to time (as APNA determines to be prudent and warranted), replace, lend or dispose of APNA Personal Property, through sale, purchase, trade or loan. APNA shall not permanently construct, install, attach, or affix anything in any location in or on the Property. APNA shall have no authority to sell, lease, mortgage, encumber, hypothecate, or otherwise create or assign a property or financial or other security interest in the Property. APNA shall have no right or discretion over the creation, naming, and placement of acknowledgments or memorials on the Property.

7. APNA SERVICES; CITY SERVICES.

(a) APNA Services. APNA services for the Property shall include the installation of art murals or other art work, subject to City requirements and PSCo limitations; purchase and installation of solar lighting along the Property trail; and hosting and conducting periodic “clean-up” days. The Parties may engage in discussions for APNA to perform additional or expanded services, and such added services may be performed without amendment to this Agreement unless otherwise required by the Executive Director and City laws, executive orders, rules and regulations, or by PSCo. The added services shall be subject to the requirements of this Agreement. No part of the Property may be used for events, issuance of any type of use permit, rentals, or any other use or access not set forth in this Agreement unless otherwise authorized in writing by the Executive Director.

(b) Contracting. All work or service which APNA is obligated to perform under this Agreement that may require contracting shall 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 APNA, unless specific waiver is granted in writing by the City. Any such service or work contract shall also be subject to Applicable Law (as defined herein), including competitive

selection of service providers, Prevailing Wages, Minimum Wages, and the provision of bond or other surety, to the extent applicable. Compliance with the terms and restrictions of this section is the responsibility of APNA. APNA shall, upon request, provide the City a copy of any written contract or agreement for work or services provided.

(c) Competitive Selection. If competitive selection is required, the City will provide procedures for the competitive selection of service providers. Selection shall comply with the City's Charter, ordinances, Executive Orders, rules, regulations and policies with regard to competitive selection, Prevailing Wage requirements, Minimum Wage requirements, and contracting procedures.

(d) City Services. Subject to appropriation and Department of Parks and Recreation ("DPR") discretion, City services for the Property shall include maintenance of the Trail after installation; routine trash collection; maintenance of benches (after installation), trash receptacles (after installation), and the existing irrigation system; and routine mowing and maintenance of native vegetation, all subject to the License Agreement, and DPR standards and requirements. City shall not be obligated to provide or maintain any specific level of service to the Property.

8. GENERAL OPERATIONAL REQUIREMENTS.

(a) Community Cooperation. To the extent possible APNA shall reasonably cooperate with community, charitable, educational and other organizations, institutions, and other entities in the Denver metropolitan area and DPR with respect to common interests in community programs and activities, including but not limited to APNA's "clean-up days" activities. APNA shall afford access to the Property to the extent such access is compatible with programs and activities in the best interests of the general public.

(b) Political Activity. No City funds, if any received, and no part of the Property, shall be used by APNA 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 associated with this Agreement used by APNA for political activity, if any, shall be maintained and available for public review upon request.

(c) Cooperative Statement. APNA shall include a statement of partnership and cooperation in postings and documentation prepared for programs where it is appropriate to acknowledge the nature of the relationship, including letterhead, websites postings, social media postings, newsletters, activity materials, and other materials distributed by APNA related to the services and activities under this Agreement. It is understood APNA may, from time to time, be expected or obligated to include other statements of support and cooperation (e.g., by specific donors) and APNA may combine the above statement with such other statements of support and cooperation. At minimum the following cooperative statement may be used:

In Cooperation with the City and County of Denver.

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

9. ART WORK.

(a) Temporary Exhibition of Art Work. APNA shall have the right to display original works of art ("Art Work") on the Property for exhibition only. None of the displayed art may be offered for sale by APNA, the artist, or the holder of rights in the Art Work. No links, website addresses, QR codes, or social media handles containing promotional or advertising material is permitted as a part of the display of the Art Work. As a condition of this Agreement and the right to exhibit Art Work, APNA shall ensure that (1) APNA is legally authorized by the owners of the Art Work to exhibit the Art Work on the Property; (2) APNA possesses the right to negotiate copyrights with respect to the Art Work; (3) the Art Work is solely the result of the artistic effort of the artist; (4) the Art Work is original and does not infringe upon any known copyright; and (5) the Art Work is free and clear of any liens or claims from any source whatsoever.

(b) Any Art Work exhibited on the Property shall be temporarily exhibited. No art shall remain installed on the Property for longer than one (1) year unless otherwise permitted by DPR in writing. No permanent works of art; works of art intended for a particular space on the Property; or works of art wherein the artist intends to retain a personal right preventing the alteration or modification of the work, or removal of the artist's name from the work, shall be installed or exhibited unless otherwise allowed. Any such agreement shall require the artist's waiver of their rights under the Visual Artists Rights Act ("VARA"), 17 U.S.C. § 106A(a), as amended. The artist otherwise retains all other right, title and interest in their work including all copyrights, but expressly excluding any rights in the work under VARA, including but not limited to §106A(a) and §113, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products.

(c) City Rights in Works. For purposes of this Agreement and the display of Art Work on the Property, APNA grants to the City, or if requested shall assist the City in securing, the right to make visual impressions of the Art Work through photography, digital images, or otherwise, and to utilize such visual impressions in brochures, documents, or other publications that the City may elect to create or commission regarding the City's Public Art Program or the Art Work. It is understood that the City will not offer such visual impressions for sale to any third party. The City shall comply with all applicable laws, rules and regulation concerning, and be solely responsible for, the City's use of any such visual impressions.

(d) Shipment and Storage of Works. If needed for specific Art Work, and unless otherwise agreed, APNA will cause, at its sole liability and expense, for the Art Work to be shipped to or from the Property. APNA will be solely responsible for all risk of damage to or loss of the Art Work during such shipment. Upon delivery of the Art Work to the Property by APNA, the City and APNA shall inspect the Art Work and prepare a condition report noting all preexisting damage, wear, blemishes, scratches, and the like, to the Art Work. Each Party shall sign and maintain a copy of such report, and a copy shall be provided upon request by the City. Upon the expiration or earlier termination of this Agreement, APNA will cause such Art Work to be shipped

from the Property at APNA's sole liability and expense. APNA will be solely responsible for and bear all risk of damage to or loss of the Art Work during such shipment. APNA shall be responsible for the storage of the Art Work if storage becomes necessary.

(e) Maintenance and Security of the Works. APNA shall provide, at its sole expense, adequate and appropriate maintenance of the Art Work while on the Property. The City will make reasonable efforts to notify the APNA of any damage or maintenance issues observed. Notwithstanding the foregoing, the City does not warrant or guarantee the Works against loss or damage including but not limited to the activities of third parties. The City reserves the right to remove the Art Work if the Art Work or portions of the Art Work create any immediate safety or maintenance issues to the public, or if PSCo requests or requires removal. As a condition of and prior to exhibition of Art Work on the Property, APNA shall secure the agreement regarding the waivers and indemnification requirements under subsection (g) below from the creators of the Art Work.

(f) Patent, Trademark and Copyright. APNA agrees that Art Work under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. APNA further agrees that it will not allow the exhibit of any Art Work unless APNA has obtained proper permission and all releases and other necessary documents.

(g) Defense and Indemnification Regarding Art Work. Pursuant to Section 12, APNA hereby expressly waives any and all claims for compensation for any and all loss or damage sustained to the Art Work by reason of causes under subsection (e), above, and APNA agrees to release, indemnify, defend, and save harmless the City, its officers, agents and employees, and PSCo, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever in any way resulting from, or arising out of, directly or indirectly, any and all loss or damage sustained to Art Work. APNA agrees to release, indemnify, defend, and save harmless the City, its officers, agents and employees, and PSCo, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including the owners of the Art Work, in any way resulting from, or arising out of, directly or indirectly, Art Work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

10. FUNDING. In order for APNA to perform and meet public purposes and benefits APNA may obtain and utilize funds through fundraisers or donations as it sees fit, subject to this Agreement. In the City's sole discretion and sole determination the City may make appropriations, subject to budget and City Council approval, available to APNA in such amounts as the City determines necessary or desirable to pay costs and expenses for the management, operation, maintenance, modification, and improvement of the Property. PSCo shall have no financial obligations under this Agreement or with regard to any of APNA's uses or programming. Donations of money or grants made to the City for the use and benefit of the Property and operations for the benefit of the Property shall be transferred to the control of APNA unless the donor or grantee has provided that the funds be paid directly to the City, or otherwise provides to the contrary. Any such donation or grant not transferred to the control of APNA shall be set aside in a fund for the use and benefit of the Property and related programs and activities. It is understood that neither the City nor APNA 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.

11. APNA INSURANCE.

(a) General Conditions. APNA agrees to secure, at or before the time APNA takes actual physical possession of or otherwise commences any work Property, the following insurance covering all operations, goods or services provided pursuant to this Agreement. APNA 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. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said 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 such written notice is unavailable from the insurer, APNA shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by APNA. APNA 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 APNA. APNA 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. APNA shall provide a copy of this Agreement to its insurance agent or broker. Upon City's request at any time during the term of this Agreement, APNA shall provide a current certificate of insurance, preferably on an ACORD form, Exhibit B, evidencing APNA's compliance 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 Section 11(b) shall not act as a waiver of APNA'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.

(c) Additional Insureds. For Commercial General Liability, APNA and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers, and the Public Service Company of Colorado, as additional insureds.

(d) Waiver of Subrogation. For all coverages required under this Agreement, APNA's insurer shall waive subrogation rights against the City.

(e) Subcontractors. All subcontractors (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) shall procure and maintain applicable insurance. APNA shall ensure all such Subcontractors include APNA, the City and County of Denver, and the Public Service Company of Colorado an Additional Insureds on their policies (with the exception of Workers' Compensation) or shall ensure that all

such subcontractors and subconsultants maintain the required coverages. Subcontractors agree to provide proof of insurance upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance. The parties recognize and agree that APNA is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. §8-40-202(2)(a). It is understood and agreed by the parties that the City does not (1) require APNA to work exclusively for the City, provided that APNA may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for APNA, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by APNA, the City will not oversee the actual work of APNA or instruct APNA as to how the work will be performed; (3) pay a salary or hourly wage to APNA instead of the fixed contract rate stated herein; (4) terminate the work of APNA for cause during the term of this Agreement unless APNA violates the terms of the Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (5) provide any training for APNA other than minimal orientation to the site or other parameters of APNA activity; (6) provide tools or benefits to APNA; (7) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay APNA personally instead of making City warrants payable to the professional name of APNA, except that in this Agreement APNA is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of APNA instead of maintaining office operations separately and distinctly.

These provisions are separately stated in Exhibit C, "Separate Declaration Regarding Independent Status", constituting the writing mandated by C.R.S. 8-40-202(2)(b), which must be signed and notarized by APNA and the Manager. The Mayor hereby delegates to the Manager the authority to execute on behalf of the City Exhibit C, "Separate Declaration Regarding Independent Status."

(g) Commercial General Liability: APNA 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) Personal Automobile Liability: APNA shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. APNA represents, as material representations upon which the City is relying, that APNA does not own any fleet vehicles and that in performing Services under this Agreement, APNA's owners, officers, directors, and employees use their personal vehicles. APNA shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

12. DEFENSE AND INDEMNIFICATION

(a) APNA hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees and PSCo for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by the APNA, its employees, contractors and

agents, under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City and PSCo for any acts or omissions of APNA or its subcontractors either passive or active, irrespective of fault, including City’s and PSCo’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City and PSCo.

(b) APNA’s duty to defend and indemnify City and PSCo shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. APNA’s duty to defend and indemnify City and PSCo shall arise even if either City, PSCo, or both, are the only parties sued by claimant and/or claimant alleges that City’s or PSCo’s, or both, negligence or willful misconduct was the sole cause of claimant’s damages.

(c) APNA will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City and PSCo any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City or PSCo shall be in addition to any other legal remedies available to City or PSCo and shall not be considered City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of APNA under the terms of this indemnification obligation. APNA shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s or PSCo’s protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. 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.

14. TAXES; LICENSES; LIENS, AND DEBTS.

(a) Taxes. APNA 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 including but not limited to possessory interest taxes, and shall not permit any of said taxes and excise and license fees to become delinquent.

(b) Licenses. APNA shall obtain, keep current, and comply with all licenses, permits, or other authorizations (local, state, or federal) required for the performance of this Agreement. The Executive Director will endeavor to facilitate APNA’s effort to obtain any such license, permit, or other authorization.

(c) Liens. APNA shall not permit any mechanic’s or materialman’s lien or any other lien to be imposed upon the Property and remain for more than ninety (90) days after notice to APNA, 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 APNA, either pursuant to C.R.S. § 38-26-107, as amended, or by other authority; provided, however, that if any such lien should, at any time, be filed, APNA shall not be in violation of this subsection (c) if APNA causes the same to be discharged of record or posts a bond and commences contest of the same within the foregoing 90-day period.

(d) Debts. APNA shall promptly pay, when due, all bills, debts, and obligations incurred in connection with the Agreement and shall not permit the same to become delinquent. APNA 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.

(e) Final Adjudication. APNA may, diligently and in good faith, challenge, disclaim or contest the application or imposition of any such tax, fee, lien, debt, or obligation, in which case the City shall not be considered due, owing or imposed for the purposes of this Agreement until final adjudication of validity. APNA 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.

(f) Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to APNA's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement upon at least five (5) business days prior written notice to APNA at the office of the APNA. APNA shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of one (1) year after delivery of final obligations under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require APNA to make disclosures in violation of state or federal privacy laws. APNA shall at all times comply with D.R.M.C. 20-276.

(g) Other Reporting. Upon request, APNA shall provide reporting of the services provided including financial and accounting records with respect to activities performed in accordance with this Agreement.

15. NON-DISCRIMINATION. APNA agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on APNA board, activities related to the Property, and participation in any public program on the Property. In connection with the performance under this Agreement, APNA 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, protective hairstyles,

or physical or mental disability; and further agrees to insert the foregoing provision in all contracts, subcontracts, or agreements it may enter.

16. ALCOHOL & DRUGS POLICY; SMOKING POLICY.

(a) APNA, 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 APNA from City facilities or participating in City operations. APNA, as an employer, shall adhere to the federal, state, and local laws regarding alcohol and drug abuse. APNA 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. APNA agrees not to use any funds received from the City under this Agreement for the purchase, acquisition, or receipt of consumable alcohol.

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

17. ENVIRONMENTAL COMPLIANCE. APNA 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. APNA 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 Section 17, APNA is not responsible for curing any environmental hazard which existed on or prior to the Effective Date of this Agreement, unless APNA discharges Hazardous Materials.

18. TERMINATION. Other than as provided in Section 18, this Agreement may be terminated only as follows:

(a) APNA Default. In the event that APNA 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 (“**APNA Default**”) and fails to cure such APNA Default within ninety (90) days following delivery of written notice from the Executive Director specifying APNA Default and the date on which the City may exercise its right to terminate the Agreement if such APNA Default is not cured, the City may, in its reasonable discretion, terminate this Agreement and may exercise

any remedy available to it under this Agreement including Section 18(d) and available at law or in equity.

(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 APNA specifying the City Default and the date on which APNA may exercise its right to terminate the Agreement if such City Default is not cured, and APNA may exercise any remedy available under this Agreement or otherwise at law or in equity.

(c) Other. Upon mutual agreement of the Parties, the time to cure any APNA 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 section 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 property, or neighboring property or any existing or imminent threat to public health and safety.

(d) To the extent that this Agreement is subject to the License Agreement, PSCo shall at all times retain rights of termination under the License Agreement, which may thereby require termination of this Agreement.

19. GENERAL PROVISIONS.

(a) Appropriation. Notwithstanding any provision of this Agreement to the contrary, financial obligations of the City, if any, under this Agreement are 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 APNA 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. APNA 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 APNA 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 APNA 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. Notwithstanding the provisions of the subpart (c), assignment shall be subject to the License Agreement with PSCo.

(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. APNA shall, upon request, provide to the Executive Director a copy of any written contract or subcontract entered by APNA 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 Executive Director agrees to provide APNA with reasonable notice of and an opportunity to review and comment on any changes proposed by the Executive Director in City ordinances and Parks and Recreation rules, regulations, and policies applicable to the Property before such changes are enacted or adopted. It is understood that the Executive Director will not, in any event, propose any changes in laws, rules, or regulations applicable to the Property 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 Property.

(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 APNA 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, unforeseen or unpredictable natural forces or disasters or the public enemy, public health or safety emergencies declared by local, state or federal government, pandemics or epidemics, 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 APNA:

Athmar Park Neighborhood Association
P.O. Box 19732
Denver, Colorado 80219

If to the City or the Executive Director:

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

With copy to:

City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

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) Confirmation of Lawful Employment:

1) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

2) APNA certifies that:

(A) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization 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) APNA also agrees and represents:

(A) It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(B) It shall not enter into a contract with a contractor or subcontractor that fails to certify to APNA that it shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization, it will notify such contractor or subcontractor and the City within three days. APNA 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 worker without authorization, 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 a worker without authorization.

(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.

(G) APNA is liable for any violations as provided in the Certification Ordinance. If APNA violates any provision of this paragraph or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, APNA shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this paragraph or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying APNA from submitting bids or proposals for future contracts with the City.

(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.

(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. The Parties consent to the use of electronic signatures by the Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. 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.

SIGNATURE PAGES FOLLOW

Contract Control Number: PARKS-202161541-00
Contractor Name: ATHMAR PARK NEIGHBORHOOD ASSOCIATION
INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

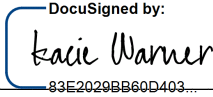
By:

By:

By:

Contract Control Number:
Contractor Name:
INC.

PARKS-202161541-00
ATHMAR PARK NEIGHBORHOOD ASSOCIATION

By:  _____
83E2029BB60D403...

Name: Kacie Warner
(please print)

Title: APNA President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



2021099776

Page: 1 of 20

D \$0.00

Project: Tennessee Trail

Asset No.: 21-087

LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made this 19 day of May, 2021 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation hereinafter called the “Licensor,” and City and County of Denver, a home rule municipal corporation of the State of Colorado, hereinafter called the “Licensee.”

RECITALS

A. The Licensor is the fee owner of certain real property (the “Property”) on which it has constructed (or in the future may construct), operates and maintains certain facilities and equipment used in providing electric and/or gas utility service to its customers, and desires to protect and preserve the utility facilities and equipment located thereon and the future use of the Property, which is more particularly described as follows:

A PORTION OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS DESCRIBED IN BOOK 452 PAGE 214 RECORDED JULY 15, 1941 IN THE ARAPAHOE COUNTY CLERK AND RECORDER’S OFFICE. EXCEPTING THAT PORTION LOCATED WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH HAZEL COURT AS DESCRIBED IN ORDINANCE 160 SERIES 1949. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TOGETHER WITH,

A PORTION OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS DESCRIBED IN BOOK 466 PAGE 429 RECORDED JUNE 22, 1942 IN THE ARAPAHOE COUNTY CLERK AND RECORDER’S OFFICE. EXCEPTING THOSE PARCELS DESCRIBED IN ORDINANCE 103 SERIES 1949. ALSO EXCEPTING THOSE PARCELS DESCRIBED IN BOOK 8084 PAGE 198 RECORDED SEPTEMBER 3, 1957 IN THE DENVER COUNTY CLERK AND RECORDER’S OFFICE. ALSO EXCEPTING THOSE PARCELS DESCRIBED IN ORDINANCE 6 SERIES 1959. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TOGETHER WITH,

A PORTION OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS DESCRIBED IN BOOK 7559 PAGE 152 RECORDED OCTOBER 25, 1954 IN THE DENVER COUNTY CLERK AND RECORDER’S OFFICE. CITY AND

COUNTY OF DENVER, STATE OF COLORADO.

B. Licensee desires to construct, operate and maintain certain regional pedestrian and non-motorized recreational trail improvements, trash receptacles and benches (the “**Licensed Facility**”) in, under, or along portions of the Property as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor’s permission therefor.

C. Licensor and Licensee enter this License in consideration of the provisions of C.R.S. §29-7.5-101, *et seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) The Licensor hereby grants to the Licensee, its successors, and permitted assigns, with respect to such title and interest as the Licensor may have in the Property, and upon the terms and conditions hereinafter stated, the permission and right to construct, maintain, operate, repair, inspect, remove, and replace (but not enlarge) the Licensed Facility in, on, under, or along the Property. Such construction shall be located as shown on Exhibit A. The Licensed Facility shall include the entire trail, four (4) trash receptacles, six (6) benches, and concrete pads to support the receptacles and benches in the locations depicted in Exhibit A. The trail and concrete pads are intended to be installed as soon after execution of the License as possible, subject to notification by Licensee to Licensor. The parties agree and acknowledge that the trash receptacles and benches shall be installed at a future time to be determined, subject to notification by Licensee to Licensor. Licensee shall also install plantings and landscaping with the Licensed Facility area, also subject to prior notification to and approval by Licensor. If the Licensee’s construction, repairs or replacement of the Licensed Facility requires any deviation in any manner from Exhibit A (including any proposed relocation), the Licensee shall notify and obtain written approval for any changes from the Licensor in advance of any construction or work. Without limiting the foregoing, the Licensee shall prepare and submit to the Licensor as-built Exhibit(s) depicting all deviations from the original Exhibit A no later than sixty (60) days after completion of construction. Provided Licensor has approved in writing such deviations in accordance with this paragraph, the License shall be amended, in an amendment signed by each of Licensor and Licensee, to replace the original Exhibit A with the new Exhibit(s).

(2) The installation of the Licensed Facility shall be performed by the Licensee’s Department of Transportation and Infrastructure (“DOTI”). Upon completion of installation, the Licensee’s Department of Parks and Recreation (“DPR”) shall perform maintenance of the Licensed Facility, including trail maintenance, snow removal, and maintenance and repairs to the trash receptacles and benches. DPR shall perform installation of plantings, landscaping, and irrigation, and shall perform maintenance of

such after installation. Licensee shall remain the sole owner of the Licensed Facility including plantings and landscaping.

(3) Licensee shall coordinate with the local Registered Neighborhood Organization (“RNO”) with regard to the selection and installation of the trash receptacles and benches. The RNO also desires to install certain art murals (the locations of which are depicted in Exhibit A). Licensee shall enter into a sublicense agreement for the RNO’s installation, ownership and maintenance of the art murals. Under the sublicense agreement, the RNO shall indemnify the City and Licensor, and shall name the City and Licensor as an additional insured on its applicable insurance policies. The art murals shall be considered part of the Licensed Facility and Licensor shall have no responsibility or liability regarding the art murals and associated maintenance.

(4) Subject to any express notice and cure periods in this License, this License may be terminated by Licensor for failure of Licensee to comply with any of the terms of this License.

(5) This License does not convey an interest in real property.

(6) The Licensor intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution and other purposes as it deems necessary or desirable, and the rights herein granted to the Licensee for the use of the Property are subject to the rights of the Licensor to use the Property for such purposes, which rights the Licensor hereby expressly reserves.

(7) The Licensee shall remove, at its sole expense, the Licensed Facility, or portions of the Licensed Facility, from the Property or any part thereof, or relocate the same to a different location on the Property as requested by the Licensor, on a permanent or temporary basis if the Licensed Facility should interfere, in the Licensor’s sole and absolute discretion, with the Licensor’s use of the Property including with the operation and maintenance of the Licensor’s facilities as now or hereafter constructed. Such removal or relocation shall be completed as soon as reasonably practicable, by Licensee not to exceed ninety (90) days after Licensor provides written notice to Licensee, from the date the Licensor requests in writing that the Licensed Facility be relocated or removed. The Licensee shall be entitled to an extension of time to complete a relocation or removal where the Licensee’s performance was delayed by a cause beyond its reasonable control, and which could not be reasonably anticipated; provided, however, in no event shall an extension exceed three hundred sixty-five (365) days from the date the Licensor mails a request that the Licensed Facility be relocated. In no way limiting the foregoing, in the event that the Licensee’s use of the Property should, in the reasonable judgment of the Licensor, constitute a hazard to the Licensor’s facilities or the general public, the Licensor may require immediate removal, relocation, or modification of the Licensee’s facilities to eliminate such interference or hazard, and, in addition to Licensor’s rights under Paragraph 2 above, may suspend the Licensee’s right to use the Property under this License until such removal, relocation, or modification is completed. If the Licensee should fail to remove relocate or modify the Licensed Facility (as required

under the paragraph) and restore the Property, the Licensor may remove the same and restore the Property at the expense of the Licensee.

(8) This License is issued subject to any prior licenses, easements, other land rights or leases granted by the Licensor to other parties, whether of record or not. The Licensor reserves the right to license others (or grant other land rights) to install improvements in, on, under, or along the Property or otherwise use the Property provided that same shall not interfere unreasonably with the Licensed Facility.

(9) The Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Property without first having received prior written permission from the Licensor. In no way limiting the foregoing, any blasting shall be done in the presence of a representative of the Licensor and in accordance with directions such representative may give for the protection or safety of the facilities located on the Property.

(10) The Licensee agrees that it shall not begin construction on the Property until the Licensee first provides the Licensor with plans and specifications, and until such plans and specifications have been approved by the Licensor in writing. The Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two (2) working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if the Licensor has constructed electric transmission facilities on the Property, the Licensee shall contact the Licensor's Electric Transmission Lines department at (303) 273-4669 at least four (4) working days prior to the commencement of construction on the Property, and unless waived by said department in writing, no construction shall be performed unless a representative of the Licensor is present at the time and place of construction. The instructions of such representative relating to the safety of the Licensor's facilities will be followed by the Licensee, its agents, and employees. Any damage to facilities on the Property as a result of the above construction shall be paid for or repaired at the expense of the Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property.

(11) The Licensee agrees and understands that if the Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Licensee has been fully advised by the Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License, of the existence and nature of such natural gas facilities and the danger and risk involved.

(12) The Licensee has been fully advised by the Licensor that the natural gas facilities of the Licensor, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds. The Licensor shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of the Licensor's cathodic protection system.

(13) The Licensee agrees and understands that if the Licensor has constructed electric power generation, transmission, distribution, or related facilities on the Property, the Licensee has been fully advised by the Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License, of the existence and nature of such electric facilities and the potential danger and risk involved.

(14) (a) (i) As used in this License, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this License, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) Licensee shall cause its contractors and sublicensees who will be performing work in the Licensed Facility ("Contractor"), to protect, indemnify, hold harmless, and defend the Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this License; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric power generation, transmission, or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Property; or (3) the Licensee's or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in, upon, at or about the Property as a result of or related to this License.

(c) Sublicensee, Contractor and its agents shall have a duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing

materials; (5) any Hazardous Materials (as defined below), regardless of origin; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its sublicensees, invitees, agents, or employees.

(d) The Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

(15) At all times during the term of this License Agreement, Licensee shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act ("CGIA").

(a) Licensee shall ensure that all its Sublicensee, Contractors, subcontractors and subconsultants maintain the required coverages set forth below and protect and Licensor from claims which may in any way arise out of or be in any manner connected with the performance of this License, whether such claims arise out of the act or failure to act of Licensee, Licensor or the direct or indirect delegatee, appointee, or employee of either. This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name Licensor as an additional insured:

(i) Worker's Compensation Statutory, Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than five million dollars (\$5,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) The policies described herein shall be endorsed to show that the insurers waive subrogation against Licensor, its directors, officers, and employees; and

(v) The Licensee insurance requirements hereunder may be increased or additional insurance may be required to be obtained by Licensee if Licensor determines it is necessary based upon the Licensed Facility, changes in Licensor's policies or changes in applicable laws. Licensor shall provide Licensee with written notice of any changes in insurance requirements and Licensee shall promptly thereafter comply with such notice, but in no event shall the compliance period exceed sixty (60) days from the date the notice was sent.

(b) Certificates of Insurance acceptable to Licensor shall be filed with Licensor prior to commencement of the construction of the Licensed Facility and

use of the Property. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given Licensor. Notwithstanding the foregoing, Licensee has a continuing obligation for its Contractors and Sublicensee to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

(16) The Licensor shall use care not to damage the Licensed Facility in the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of its facilities located on the Property, and shall give reasonable notice to the Licensee of any of its activities in the immediate vicinity of the Licensed Facility.

(17) The Licensee shall construct the Licensed Facility so as to maintain the maximum distance between the Licensed Facility and the Licensor's electric and/or natural gas facilities, or other facilities located on the Property, allowable by the width and terrain of the Property, but always in compliance with applicable laws. If the Licensed Facility crossed over or under the Licensor's electric and/or natural gas facilities, the crossing shall be as directed by the Licensor. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by the Licensor, shall be maintained on all crossings and parallel encroachments.

(18) After initial construction of the Licensed Facility and thereafter, in the event of resettling, the Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore original conditions.

(19) The Licensee shall reimburse the Licensor for all costs involved for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

(20) A copy of this License shall be on the Property at all times during construction of the Licensed Facility.

(21) Upon the abandonment of the use of the Property by the Licensee, the License herein granted shall terminate. Non-use of the Licensed Facility for a period of one (1) year shall be deemed an abandonment. Upon termination due to an abandonment or otherwise, the Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License taking effect. Removal of the Licensed Facility shall be performed under the same terms and conditions

as the construction of the Licensed Facility. If the Licensee should fail to remove the Licensed Facility and restore the Property, the Licensor may remove the same and restore the Property at the expense of the Licensee.

(22) The Licensee further agrees to require of its contractors or subcontractors, to provide, and keep in full force and effect Workers' Compensation insurance pursuant to the laws of Colorado on all employees entering upon the Property.

(23) Except regarding the sublicense referenced in Paragraph (3), above, this License is not transferable or assignable without the express written permission of the Licensor, which Licensor may grant or deny in its sole and absolute discretion.

(22) The Licensee shall bear the sole obligation of obtaining such other authority, approvals, permits or rights as the Licensee may need in addition to the rights provided in this License for the construction and use of the Licensed Facility and use of the Property. Upon request from Licensor, the Licensee shall provide copies of all such authority, permits, approvals, or rights to the Licensor.

(23) The Licensee, its contractors, representatives, employees, sublessees, guests, invitees and agents (collectively, "Licensee Parties") shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, approvals, and governmental orders, including all Environmental Laws (defined below), in relation to the Licensed Facility and the rights granted under this License. Licensee shall maintain the Licensed Facility in a condition that is safe and in good working order. Licensee agrees to maintain the Property as is shown on Exhibit A. Licensee also agrees that it shall be responsible for maintaining the Property and so much of Grantor's property that is impacted by the Licensed Facility and its use by the public, including, without limitation compliance with all stormwater management requirements related to, or arising out of, the Licensed Facility. As used herein, "Environmental Laws" shall mean any federal, state or local laws (including state common law), regulations, rules, ordinances, or orders or decrees of any applicable authority relating to or claiming jurisdiction over the Property, concerning the protection or preservation of human health, the environment or natural resources.

(24) Except with the express written permission of the Licensor, the Licensee Parties shall not bring onto the Property, or permit to be brought onto the Property, any hazardous or toxic substance or material (including petroleum) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction ("Hazardous Materials"). In the event the Licensee Parties brings Hazardous Materials onto the Property (with or without permission of the Licensor, but in no way limiting the requirement of Licensor's written permission set forth in this paragraph), the Licensee Parties shall comply with all applicable laws (including Environmental Laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. The Licensee shall remove such Hazardous Materials from the Property immediately upon request of the Licensor. The Licensee shall and shall require its responsible contractors, sublicensee, or agents to bear all costs incurred by Licensor as a direct result of the presence of Hazardous Materials brought onto the Property by Licensee Parties, which may include costs related

to environmental investigation, cleanup, removal, or restoration of any water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property, incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of the Licensee Parties.

(25) This License may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(26) All notices, demands, requests and other communications required or permitted under this License will be in writing and will be deemed delivered when actually received, or, if earlier, and regardless whether actually received or not, three (3) days after deposit in the United States mails, first class, postage prepaid, registered or certified addressed as follows:

if to Licensor: Public Service Company of Colorado
 Siting and Land Rights
 1800 Larimer Street, Suite 400
 Denver, Colorado 80202-4256
 Attn: Siting and Land Rights Manager
 PSCo Doc Nos.

if to Licensee: City and County of Denver
 Department of Parks and Recreation
 101 W. Colfax Avenue, 9th Floor
 Denver, Colorado 80202

 City and County of Denver
 Department of Transportation and Infrastructure
 201 W. Colfax Avenue
 Denver, Colorado 80202

with a copy to: City and County of Denver
 City Attorney's Office
 201 W. Colfax Avenue, Department 1207
 Denver, Colorado 80202

Any party may change its address by giving notice to the other parties as provided for above.

(27) If any provision of this License is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this License shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this License; and the remaining provisions of this License shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this License. This License and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the

conflicts of law principles thereof. This License may be modified or amended only by an instrument in writing signed by each of Licensor and Licensee.

(28) If Licensor believes that Licensee has violated any provision of this License, Licensor shall provide written notice of such violation to Licensee describing the violation (“**Default Notice**”). Licensee shall have thirty (30) days from receipt of the Default Notice to cure such violation (“**Cure Period**”). In the event such violation cannot reasonably be cured within the Cure Period, Licensee shall have additional time as reasonably necessary to cure such violation provided that Licensee diligently peruses such cure to completion within such thirty-day period. The Cure Period (and any extension thereof in accordance with the terms of this paragraph) shall not apply to any violations or provisions that already have a cure period set forth pursuant to the terms of this License. Notwithstanding anything to the contrary in this License, the Cure Period shall not apply in the event there is a violation that results in an emergency situation or a situation that endangers health, safety or Licensor’s facilities, in which event Licensee must immediately cure such violation; provided, further, that if Licensee fails to immediately cure such violation, Licensor may cure such violation at the sole cost of Licensee.

(29) By entering into this License, Licensor and Licensee do not intend to create an agency relationship and further agree that in fulfilling their respective duties under this License, neither Licensor nor Licensee is acting as an agent of the other.

(30) Additional Provisions: During construction, clearance from the overhead electric transmission lines will be maintained as described in Exhibit B.

(31) Any authorized agent of the Licensee, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Licensee’s election in paper or electronic form, any pertinent books, documents, papers and records related to Licensor’s performance pursuant to this License Agreement, provision of any goods or services to the Licensee, and any other transactions related to this License Agreement only. Licensor shall cooperate with Licensee representatives and Licensee representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the License Agreement or expiration of the applicable statute of limitations. When conducting an audit of this License Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Licensor to make disclosures in violation of state or federal privacy laws. Any disclosure of confidential business information shall be protected by a non-disclosure agreement. The parties shall at all times comply with D.R.M.C. 20-276, as applicable


(32) Licensor agrees to comply with the provisions of D.R.M.C 28-91(b) as applicable in connection with the performance of work under this License Agreement, including but not limited to the following (i) Licensor agrees not to refuse to hire, discharge, promote or demote, or (2) 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, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

[Signature Pages Follow]


Contract Control Number: FINAN-202158378-00
Contractor Name: PUBLIC SERVICE COMPANY OF COLORADO


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 5/19/2021

SEAL DocuSigned by:


CITY AND COUNTY OF DENVER:

ATTEST:

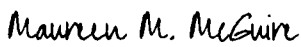
DocuSigned by:

401385B9DD354C3
Clerk and Recorder/Public Trustee
Paul López


By: DocuSigned by:

83CED49359814EC...
Mayor
Michael B. Hancock


APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By: DocuSigned by:

1517B5EFF86E452
Assistant City Attorney
Maureen M. McGuire

By: DocuSigned by:

975CC37373F84C1...
Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

0289594F8B7845D...
Auditor
Timothy M. O'Brien

Contract Control Number: FINAN-202158378-00
Contractor Name: PUBLIC SERVICE COMPANY OF COLORADO

See attached
signature page

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DocuSign Envelope ID: 0ADEC38F-20D4-49C1-9664-685FBB8A3E55

Contract Control Number: FINAN-202158378-00
Contractor Name: PUBLIC SERVICE COMPANY OF COLORADO

By: Nichole Miller

Name: Nichole Miller
(please print)

Title: Manager, Siting and Land Rights
(please print)
Xcel Energy Services, Inc.
as Authorized Agent for Public Service
Company of Colorado

ATTEST: [if required]

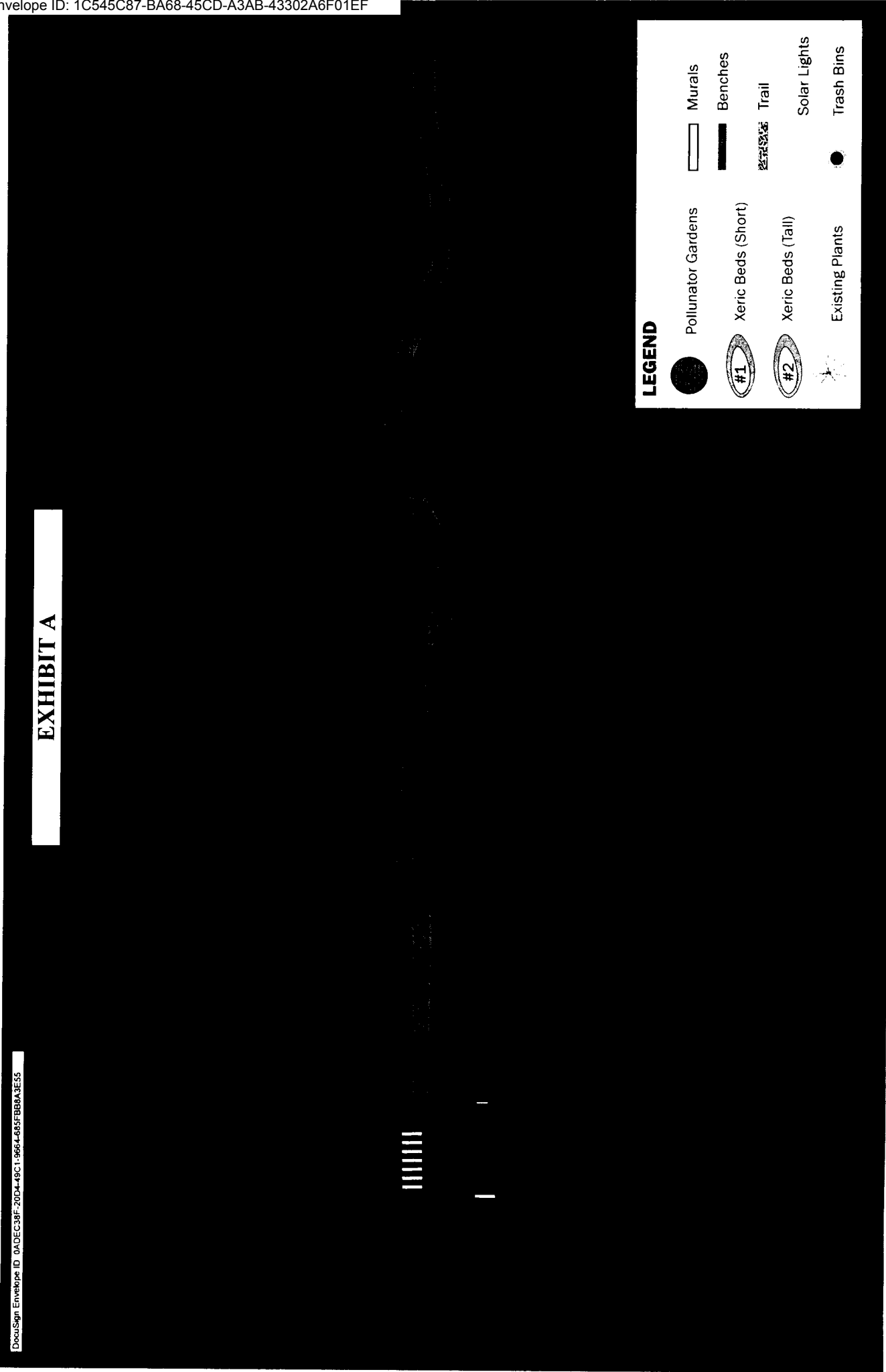
By: _____

Name: _____
(please print)










Title: _____
(please print)

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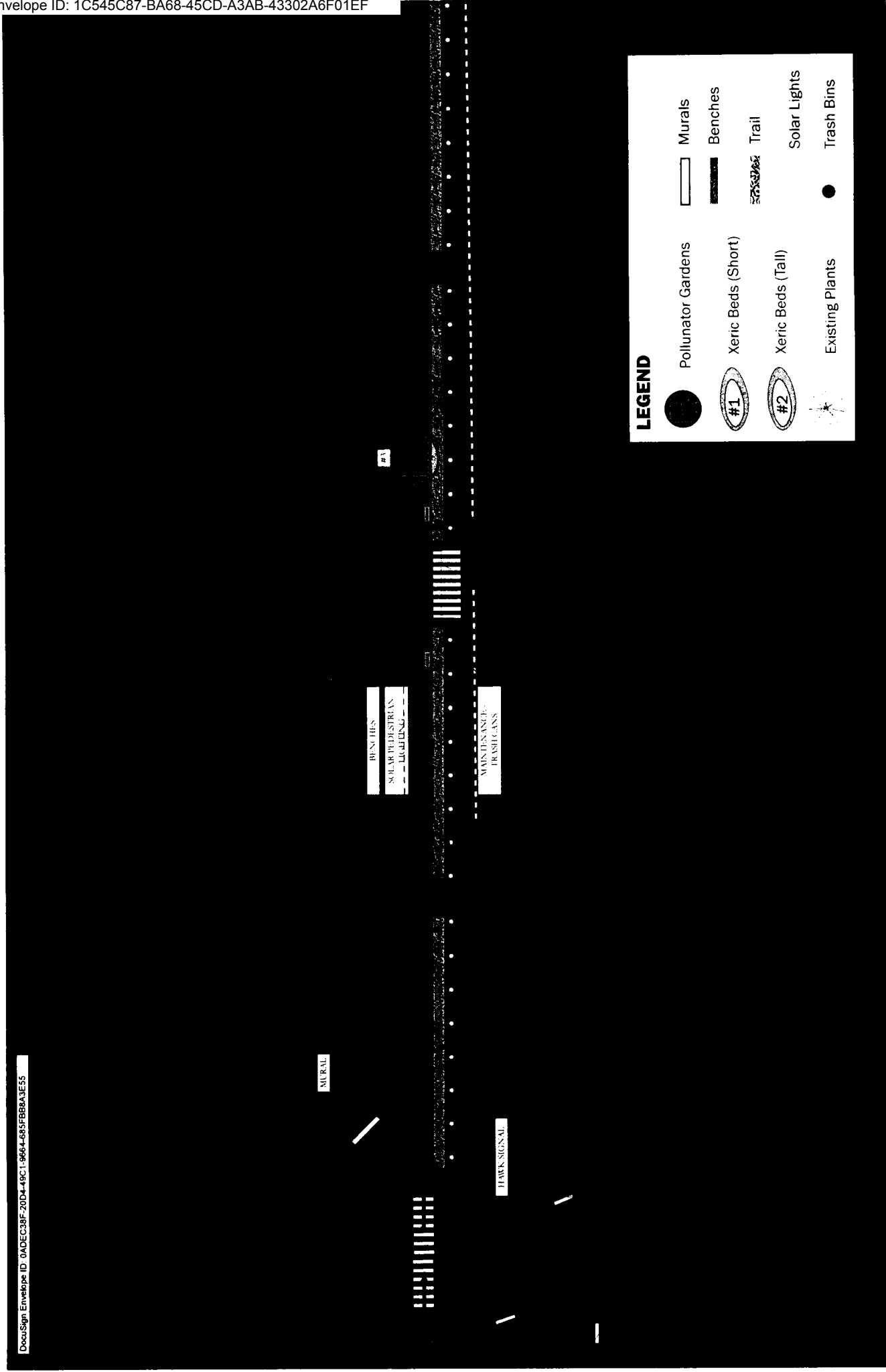
EXHIBIT A



LEGEND

-  Pollinator Gardens
-  Xeric Beds (Short)
-  Xeric Beds (Tall)
-  Existing Plants
-  Murals
-  Benches
-  Trail
-  Solar Lights
-  Trash Bins

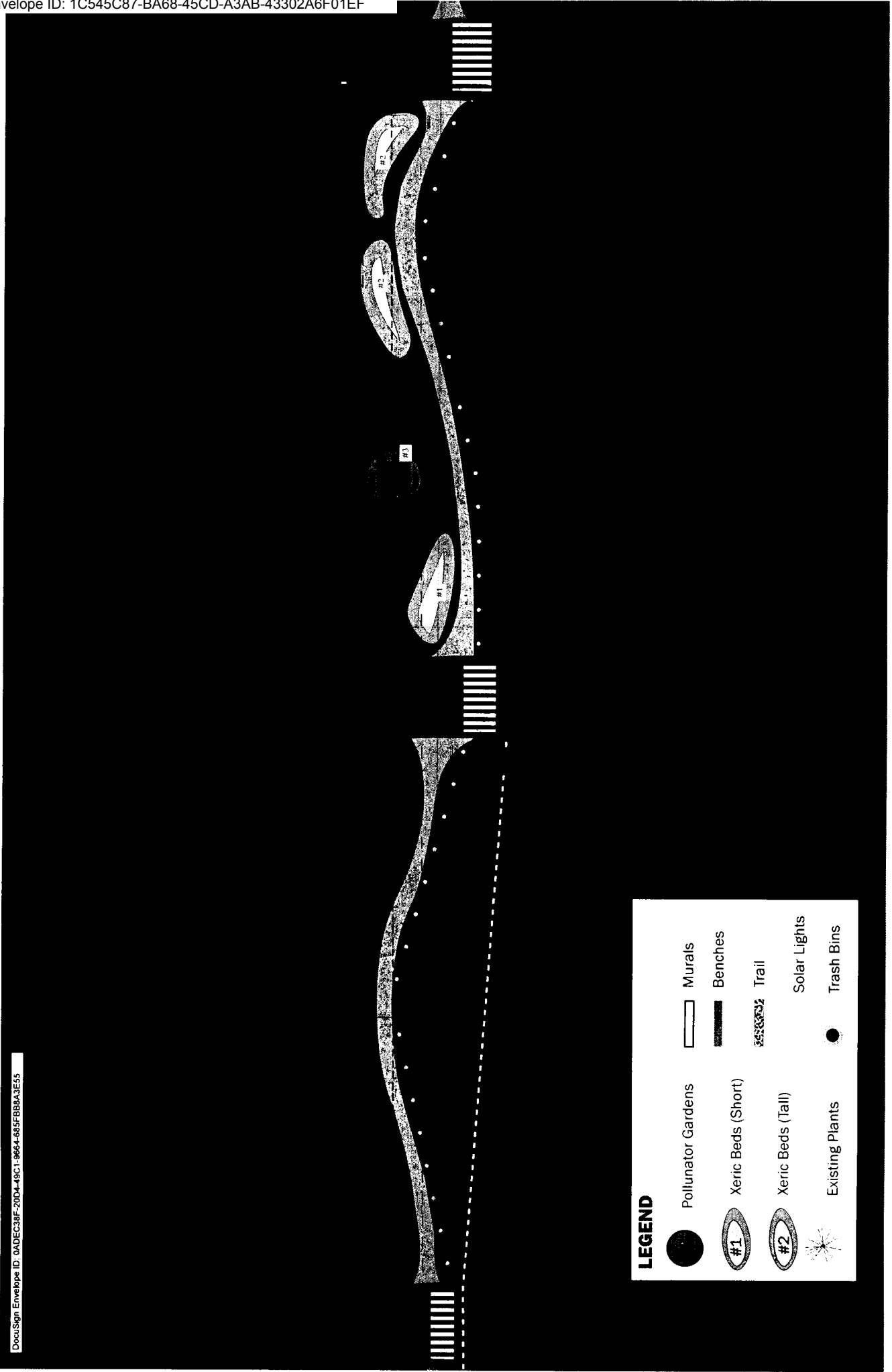
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LEGEND

- Pollinator Gardens
- Xeric Beds (Short)
- Xeric Beds (Tall)
- Existing Plants
- Solar Lights
- Trash Bins
- Murals
- Benches
- Trail

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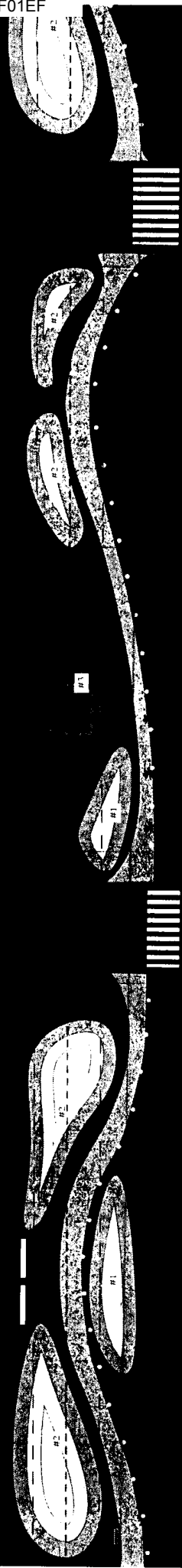


LEGEND








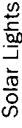

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins

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MURALS












LEGEND

-  Pollinator Gardens
-  #1 Xeric Beds (Short)
-  #2 Xeric Beds (Tall)
-  Existing Plants
-  Murals
-  Benches
-  Trail
-  Solar Lights
-  Trash Bins

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LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins

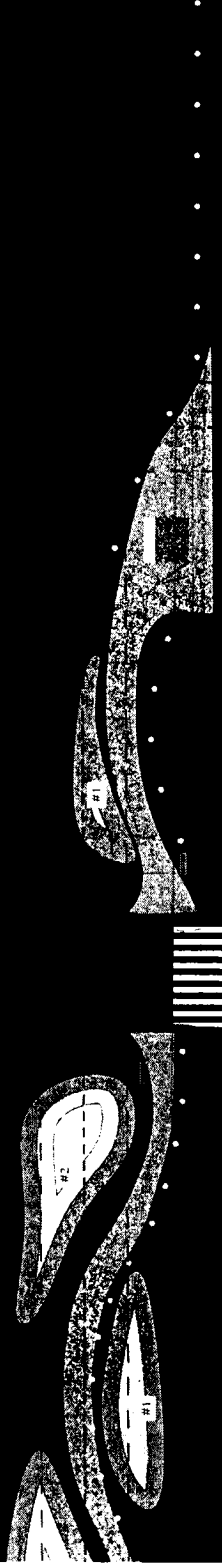


EXHIBIT B

XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO

HIGH VOLTAGE ELECTRIC TRANSMISSION LINE

CLEARANCE REQUIREMENTS

FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303-273-4662 or 303-273-4665 a minimum of 5 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required or the patrolman is on site for more than four hours.

Under **NO** circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.







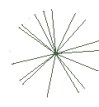


When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement. For encroachment review and approval, please call (303) 571-7478.

**PLAN AHEAD AND
FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE**

S. Hazel Ct.

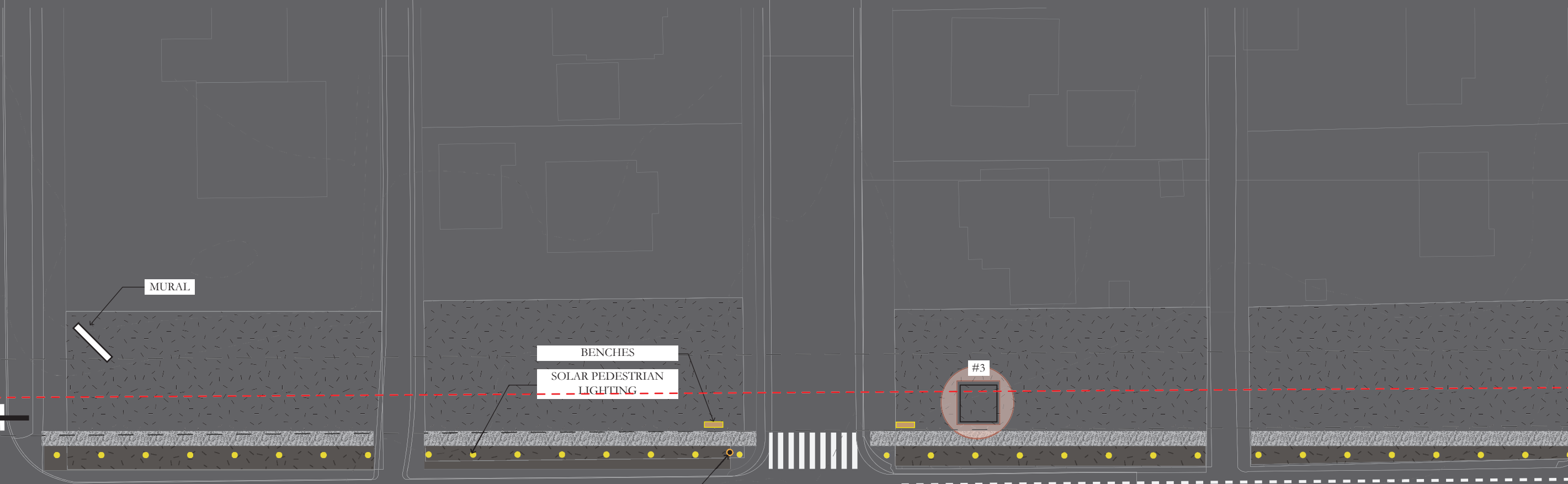


LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins

S. Federal Blvd.

S. Eliot St.



HAWK SIGNAL

MURAL

BENCHES
SOLAR PEDESTRIAN
LIGHTING

MAINTENANCE -
TRASH CANS

#3

LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins










S. Decatur St.

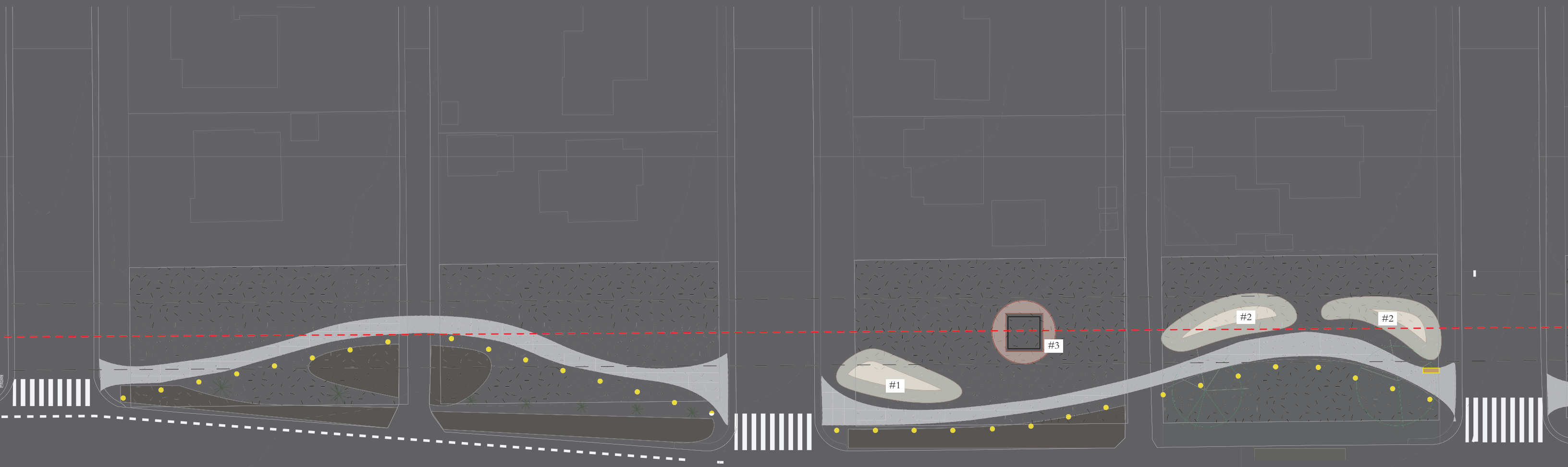
S. Dale Ct.

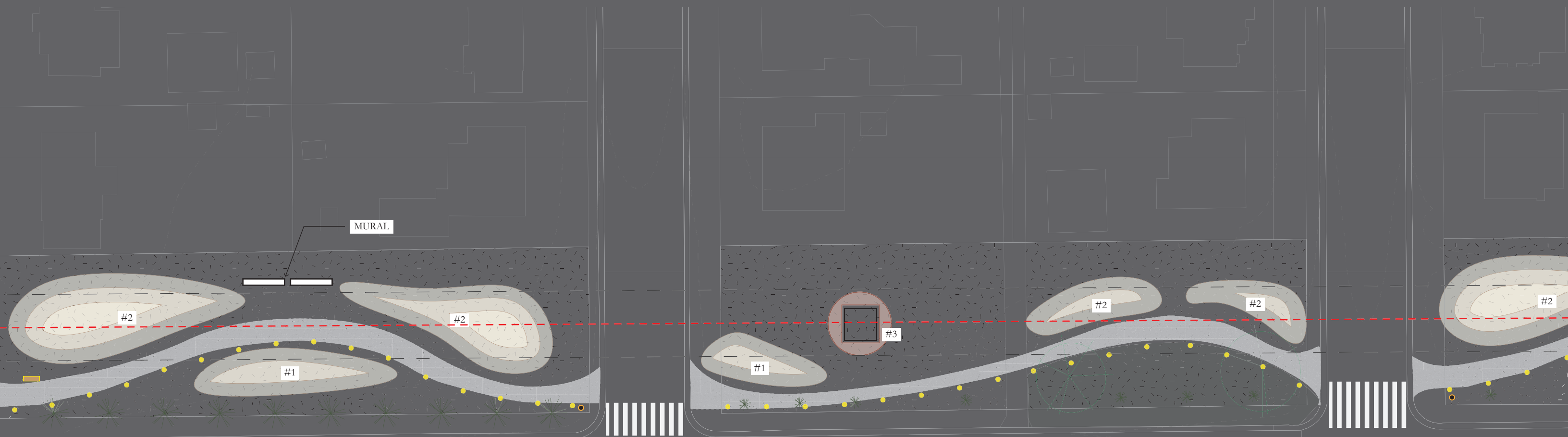
S. Clay St.

Daybreak Outreach Church

LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins





W. Tennessee Ave.










S. Canosa St.

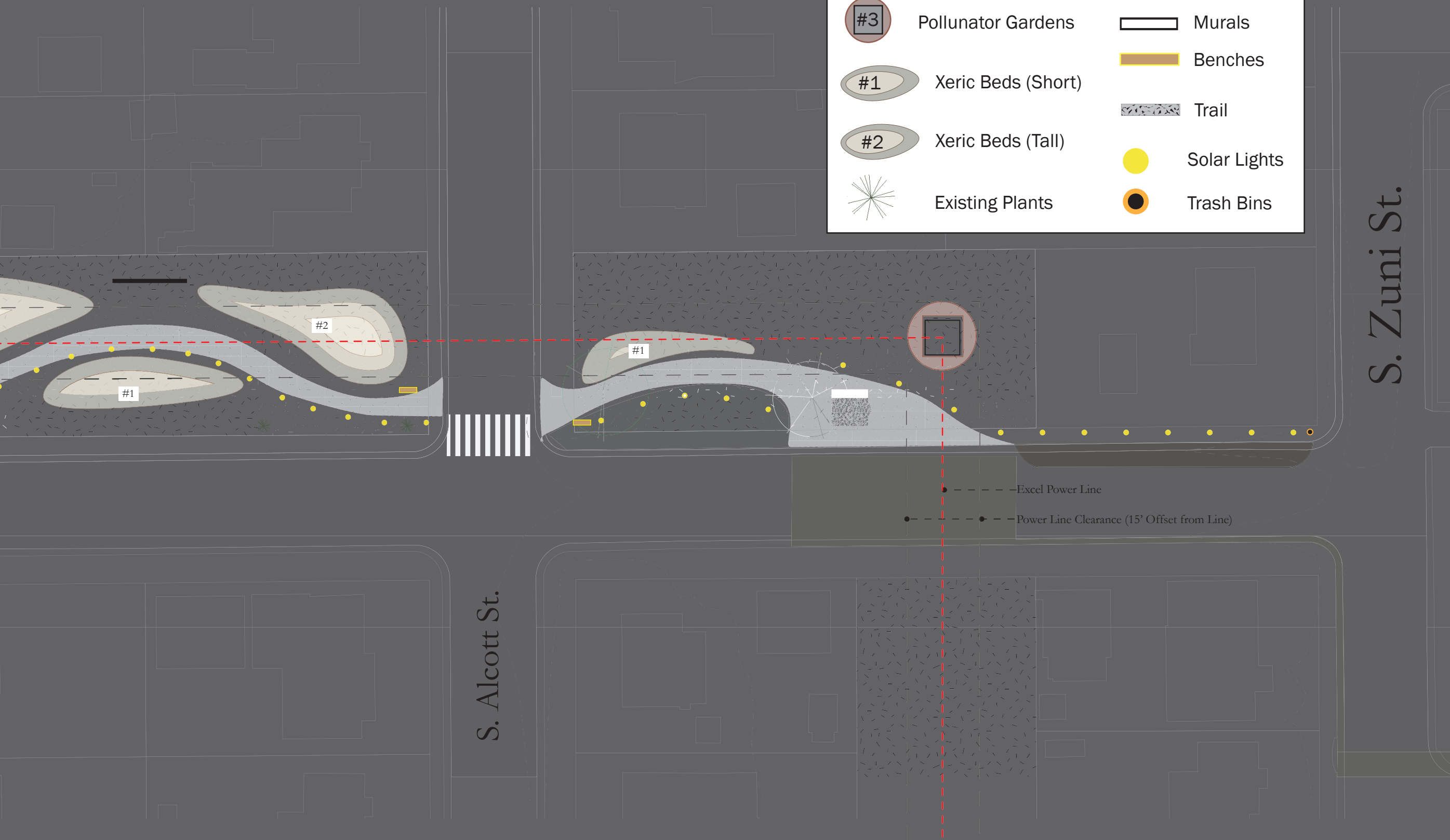
S. Bryant St.

LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins

LEGEND

	Pollinator Gardens		Murals
	Xeric Beds (Short)		Benches
	Xeric Beds (Tall)		Trail
	Existing Plants		Solar Lights
			Trash Bins



S. Alcott St.

S. Zuni St.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2021

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 Vences Insurance Agency 315 S. Clay St. Denver CO 80219	CONTACT NAME: Nancy Vences PHONE (A/C, No, Ext): 3039900516 FAX (A/C, No): E-MAIL ADDRESS: nvencesinsurance@gmail.com														
INSURED Athmar Park Neighborhood Association PO Box 19732 Denver CO 80219	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : OHIO SECURITY INS CO</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : OHIO SECURITY INS CO	24082	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS59672160	03/20/2021	03/20/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	SPC						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

" The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insred with respects to the Commercial General Liability policy "

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W Colfax Ave 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 <i>Nancy Vences</i>
--	---

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EXHIBIT C**Separate Declaration Regarding Independent Status**

It is understood and agreed by and between the City and Athmar Park Neighborhood Association ("the Contractor") that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or any employee or sub-consultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code ("DRMC") for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to workers' compensation benefits from the City, and that the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. §8-40-202(2)(a). It is understood and agreed by the parties that the City does not (a) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work for exclusively for the City for the period of time specified in the term of this Agreement; (b) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the Work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the Work will be performed; (c) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (d) terminate the work of the Contractor for cause during the term of this Agreement unless the Contractor violates the terms of this Agreement or fails to produce the Work or result that meets the specific terms provided in the Agreement; (e) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (f) provide tools or benefits to the Contractor; (g) dictate the time of performance, except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (h) pay the Contractor

personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor, and (i) combine the regular operations of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

(Provider name)
By: Kristi Lacy
Title: APNA Board Member
"Contractor"

STATE OF Colorado)
)ss
COUNTY OF Denver)

Subscribed and sworn to before me this 10th day of January, 2022 by
Melissa Bell as the Notary.

Witness my hand and official seal.
My commission expires: 7/4/2023



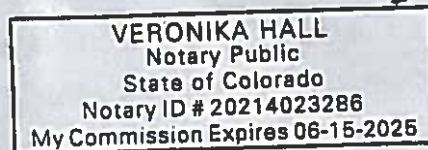
Melissa Bell
Notary Public
2782 S. Zenobia, Denver, CO
Address 80236

By: Allegra "Happy" Haynes
Executive Director, Department of Parks and Recreation

STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

Subscribed and sworn to before me this 14th day of January, 2022 by
Allegra "Happy" Haynes as Executive Director of Parks and Recreation.

Witness my hand and official seal.
My commission expires: June 15, 2025



V Hall
Notary Public
5449 E. Weaver Ave., Centennial,
Address CO 80121