

AMENDATORY COOPERATIVE AGREEMENT

THIS AMENDATORY COOPERATIVE AGREEMENT (this “**Amendment**”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **THE DENVER INNER CITY PARISH, INC.**, a Colorado nonprofit Corporation (the “**Contractor**”), collectively “the parties”.

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into a Cooperative Agreement, dated December 7, 2010, as extended by that certain letter from Dody Erickson, Manager, Denver Parks and Recreation Department, to the Contractor, dated October 26, 2011, and further extended by that certain letter from Lauri Dannemiller, Manager, Denver Parks and Recreation Department, to the Contractor, dated November 7, 2012, relating to the Contractor’s control and management of certain facilities at the City-owned College View Recreation Center, 2525 South Decatur Street, Denver, Colorado (the “**Recreation Center**”), in order that the Contractor may provide public service activities and programs to the general public and for the College View community (collectively, the “**Original Agreement**”); and

WHEREAS, in addition to the activities and programs currently provided at the Recreation Center by the Contractor, the Contractor desires to operate a day camp (the “**Day Camp**”), as further described in this Amendment, at the Recreation Center during summer breaks for Denver Public School students commencing and ending on such dates as are mutually agreed to by the parties (each, a “**Summer Break**”, collectively, the “**Summer Breaks**”); and

WHEREAS, the City supports the proposed Day Camp and desires to grant the Contractor the right to operate the Day Camp at the Recreation Center during the Summer Breaks subject to the terms of the Original Agreement, as amended by this Amendment (collectively, the “**Agreement**”); and

WHEREAS, the City and Contractor desire to amend the Original Agreement in order to: (i) extend the term of the Agreement, (ii) clarify each party’s responsibilities with regard to utilities and repairs and maintenance, and (iii) update other language in the Original Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

10-1146-C

1. Capitalized terms that are not defined in this Amendment shall have the meaning provided for them in the Original Agreement.

2. Subparagraph (b)(1) of Paragraph 1 is deleted in its entirety and replaced with the following:

“(1) City shall pay for the direct cost of natural gas and electrical power, and domestic water consumption within the Recreation Center facilities, to include gas, electric, domestic water and wastewater services combined (collectively, “**Utility Costs**”), up to the amounts set forth below for the time periods specified. Contractor shall be responsible for the Utility Costs to the extent such costs exceed the amount set forth below for a specific time period. City shall bill Contractor directly in the month following the end of the applicable time period for any such excess Utility Costs; by way of example, City shall bill Contractor in January 2013 for any excess Utility Costs for the 2012 calendar year, and City shall bill Contractor in July 2013 for any excess Utility Costs for the January 1, 2013 to June 30, 2013 time period.

(i) From the commencement of this Agreement through and including December 31, 2011, City shall pay up to \$13,000 for Utility Costs.

(ii) From January 1, 2012 through and including December 31, 2012, City shall pay up to \$13,000 for Utility Costs.

(iii) From January 1, 2013 through and including June 30, 2013, City shall pay up to \$6,500 for Utility Costs.

(iv) From July 1, 2013 through and including June 30, 2014, City shall pay up to \$11,050 for Utility Costs.

(v) From July 1, 2014 through and including June 30, 2015, City shall pay up to \$9,450 for Utility Costs.

(vi) From July 1, 2015 through and including June 30, 2016, City shall pay up to \$6,500 for Utility Costs.

(vii) From July 1, 2016 through and including June 30, 2017, City shall pay up to \$3,250 for Utility Costs.

(viii) From July 1, 2017 through and including June 30, 2018, City shall pay zero dollars (\$0) for Utility Costs.

Contractor shall be responsible for supplying, maintaining and servicing any telephone equipment it uses at the Recreation Center, and will be responsible for the cost of such telephone equipment and service. Contractor shall likewise be financially responsible for any cable or internet service to the Recreation Center but is not obligated to provide such service. Contractor shall be responsible for any false alarm fees incurred.”

3. Subparagraph (b)(3) of Paragraph 1 is deleted in its entirety and replaced with the following:

“Except to the extent expressly provided in this subparagraph 1(b)(3), the City shall not be required to make any repairs or improvements of any kind or character to or for the Facilities during the term of this Agreement, except repairs as may be deemed appropriate by the Department of Parks and Recreation (the “**Department**”). Contractor shall make, when needed and at its own expense and without the prior consent of the Manager, all repairs to the Facilities costing Fifteen Hundred and No/100 Dollars (\$1500.00) or less per occurrence. Notwithstanding the foregoing, except as otherwise provided below with regard to emergency repairs, Contractor shall notify the Manager or his/her designee no later than three (3) business days prior to performing all such repairs and the City shall have the option to: (i) perform the repairs and invoice the Contractor for the cost of the repairs, (ii) contract with a City contractor to perform the repairs and invoice the Contractor for the cost of the repairs, or (iii) instruct the Contractor to perform the repairs. Contractor shall obtain

written approval of the Manager or his/her designee prior to: (i) making any alterations in or additions to the Facilities, (ii) making any repairs to the Facilities costing in excess of \$1500.00 per occurrence, and (iii) changing any locks in the Facilities. In the event of an emergency, Contractor will make all reasonable efforts to contact the Manager or his or her designee prior to performing the necessary repair; however, if Contractor is unable to contact said party, Contractor may proceed with the necessary repair provided that Contractor shall notify the Manager or his or her designee within 24 hours of the event giving rise to the emergency repair or the next business day, whichever is sooner. All repairs and maintenance conducted by Contractor must be performed in accordance with all applicable laws, regulations, policies, etc., as further set forth in Section 19 below, including, without limitation, requirements related to construction on City property. Copies of all keys for replaced locks shall be provided, at no charge, to the Department. Subject to appropriation and availability of funds, the Department will make repairs or replacement of any portion of the Facilities that cost in excess of \$1500.00 per occurrence, with the Contractor paying the first \$1500.00 of such repairs or replacement; provided, however, if and to the extent that the repairs or replacement is necessitated by damages caused by the Contractor or its employees, officers, agents, volunteers, invitees, or visitors, Contractor shall be responsible for such cost. Contractor also agrees to perform Preventive Maintenance as detailed in **Exhibit C** except for those items that will be performed by City staff as indicated in Exhibit C.”

4. Subparagraph (b)(12) of Paragraph 1 is deleted in its entirety and replaced with the following:

“City shall remove the Recreation Center signage on the building

within 90 days of the date of this Agreement. Contractor shall be responsible for any costs of replacement signage for the Facilities, and any costs to remove the signage upon termination of the Agreement. Contractor shall obtain written approval of the Manager or his/her designee prior to posting any signage on the Facilities and shall comply with all applicable City ordinances and other laws and regulations pertaining to any signage installed at the Recreation Center.”

5. **Exhibit C**, attached to this Amendment, is incorporated into and made a part of the Agreement.

6. The following Subparagraph (e) is added to Paragraph 1 of the Original Agreement:

“(e) In addition to the public service activities and programs to be provided by the Contractor to the general public and the College View community, the City hereby authorizes the Contractor to operate the Day Camp during the Summer Break at the Recreation Center and the adjoining Harvard Gulch West Park, subject to the following terms and conditions.

(1) The Day Camp may accommodate up to forty-four (44) children, ages 6 through 11, primarily, but not exclusively, from the Denver Public Schools System (“Participants”).

(2) The Contractor will provide Participants of the Day Camp with activities designed to develop their soft and hard motor skills and recreational activities such as arts and crafts, including beading, sewing, projects requiring gluing, cutting, coloring, and other similar activities, and sports, including kickball, football, soccer, baseball, basketball, swimming, capoeira, hiking, and other similar activities, and will take

Participants on field trips to various hiking trails around Colorado and to Denver Parks and Recreation pools (collectively, the “Day Camp Activities”). The Contractor agrees that the Day Camp will be limited to the Day Camp Activities unless written permission to conduct additional activities is obtained in advance from the Manager.

(3) The Day Camp may be held during the Summer Break on Monday through Friday from 7:30 a.m. to 5:30 p.m., subject to scheduled or emergency closures.

(4) Because the Day Camp involves care for school-age children and youths (“Child Care”), licensing is required for the Child Care operation. The Contractor shall conduct the Child Care operation in the Recreation Center and the adjoining Harvard Gulch West Park in accordance with this Agreement and in full compliance with all applicable laws and the rules and regulations regarding Child Care adopted by the Colorado Department of Human Services in effect as of the date of such Child Care. Without limiting the generality of the foregoing, the Contractor shall obtain and maintain in good standing its state license as a Child Care provider and shall immediately notify the City if any investigation is commenced, or any action is taken, by any state agency with regard to such license, including, without limitation, the suspension or revocation thereof. The Contractor shall assure adequate supervision and required staff ratios at all times during the Day Camp and shall maintain at all times during the term of this Agreement the insurance coverage specified in Paragraph 12 hereof.

(5) Without limiting the generality of Subparagraph (e)(4) of this Paragraph 1, the Contractor shall, at its

cost, be solely responsible for ensuring that the Recreation Center complies with all applicable laws and rules and regulations regarding the operation of a Child Care at the Recreation Center, including, without limitation, all building and fire code and environmental health requirements. The City makes no representation or warranty as to whether the Recreation Center complies with such laws, rules, regulations, and requirements, and the City shall incur no cost with regard to the operation of a Child Care at the Recreation Center.

(6) The Contractor shall conduct the Day Camp in the Recreation Center and the adjoining Harvard Gulch West Park in a careful, safe, and proper manner, and shall not engage in any uses or activities prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Contractor, along with its officers, employees, volunteers, agents, and Participants, shall comply with all rules and regulations of the Department of Parks and Recreation regulating use and behavior in the Recreation Center and Harvard Gulch West Park. The Contractor also shall keep the Recreation Center and Harvard Gulch West Park free and clear from all trash, debris, waste, or stains, and shall take such reasonable measures as are necessary to protect the same from any damage resulting from the Day Camp.”

7. Paragraph 2 of the Original Agreement is deleted and replaced in its entirety with the following:

“**TERM.** This Agreement shall commence on December 7, 2010 and shall terminate June 30, 2018, unless otherwise terminated or extended as provided herein, except that upon such termination Contractor shall have continued access to the Facilities for thirty

(30) days after termination in order to make any necessary repairs, to remove its equipment, and to fulfill its turnover responsibilities under subparagraph 1(b)(9) of this Agreement. The Contractor and the City may amend this Agreement at any time to extend its term or amend any other term of this Agreement as may be agreed upon by the Parties, provided that such extension or amendment is approved and executed in the same manner as this Agreement. Without limiting the generality of the foregoing, the Parties agree to reevaluate in good faith the terms of this Agreement in January 2016. At such time, neither Party is under any obligation to enter into any amendment to this Agreement; however, in the event one or more Parties desire to amend this Agreement and the Parties cannot agree on the terms of such amendment, either Party may terminate this Agreement. Notice of such termination shall be provided to the other Party on or before January 31, 2016, unless the Parties mutually agree in writing to a later date for such notice of termination. The effective date of such termination shall be June 30, 2016. In the event, the Parties fail to reevaluate this Agreement in January 2016 or determine at such time that the terms of this Agreement do not require modification, this Agreement shall remain in full force and effect until June 30, 2018.”

8. The following Subparagraph (d) is added to Paragraph 8 of the Original Agreement:

“(d) Outdoor activities which are part of the Day Camp Activities may be conducted in the adjoining Harvard Gulch West Park without further written approval of the Manager; provided, however, that the Day Camp Activities in the Harvard Gulch West Park are allowed only so long as they do not conflict with activities

or events scheduled for or permitted within the park by the Department of Parks and Recreation and so long as there is no interference with the general public's access to and use of the park.”

9. The following Paragraph 41, entitled “Electronic Signatures and Electronic Records,” is hereby added to the Agreement:

“41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this 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 this 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.”

10. Except as herein amended, the Original Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.

Contract Control Number: PARKS-XC00644-01

Contractor Name: The Denver Inner City Parish, 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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PARKS-XC00644-01

Contractor Name: The Denver Inner City Parish, Inc

By: 

Name: Todd Clough
(please print)

Title: CEO/Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT C
PREVENTIVE MAINTENANCE

(Attached)

7/27/2010

College View Recreation

Preventive Maintenance Schedule

HVAC

PM Every

Check points and follow Manufactures Maintenance Instructions

| | | |
|----------------------------------|----------|--|
| Teledyne Laars boiler | 3 months | Clean burner, check gas pressure, gas valves, water pressure, expansion tank, relief valve, flue, test safety controls |
| Boiler circulating pump | 3 months | Oil bearing assembly and motor, check pump coupler, electrical connections |
| Senior Side AHU-1, w/ac&hw coil | 3 months | Change filters, clean filter compartment, check belts, lube bearings, clean condenser coil on roof, ckeck T-stat |
| CU-1, condenser for AHU-1 | 3 months | Apr, July, Oct- Clean the condenser coil, check fan operation, electrical connections, pipe insulation and supports |
| 2nd floor Gym MAU-1 heating only | 3 months | Change filters, clean filter compartment, check belts, lube bearings, check gas valves and manifold, check T-stat |
| Gym swamp cooler | 3 months | Check fan, replace filters, clean drain pan, check water delivery devices, repair leaks, winterize system |
| Craftroom RTU w/ac & heat | 3 months | Change filters, clean filter compartment, check belts, lube bearings, clean condenser coil, check T-stat |
| CU-1,2&3 condensing units (3) | 3 months | Apr, July, Oct- Clean the condenser coil, check fan operation, electrical connections, pipe insulation and supports |
| Gym ceiling HW unit heaters (6) | 6 months | Clean fan and hot water coil, lube motor, use pressuized air to blow dust off coil if possible, check T-stat |
| Roof exhaust fans (5) | 3 months | Change belts, lube motor and bearings, clean fan blades, motor & compartment |
| Restroom/Lobby cabinet htr (3) | 3 months | Clean compartment, change filter, lube motor, use pressuized air to blow dust off coil, check T-stat |

Plumbing

| | | |
|-----------------------------|----------|---|
| Backflow preventer | 1 year | Test device and send report to Denver Water and DP&R |
| Boiler backflow preventer | 1 year | Test device and send report to DP&R |
| Rudd 82gal gas water heater | 3 months | Check main burner, safety pressure relief valve, temperature controller, inspect flue |

Electrical

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|---------------------|---------------|---|
| Electrical PM | 1 year | Panels, service, emergency lighting, general lighting and power |
| Fire Alarm Panel | by City Staff | Test and maintenance on Fire Alarm Panel and system |
| Burglar Alarm Panel | by City Staff | Test and maintenance on Burglar Alarm Panel and system |

Roofing

| | | |
|--|---------------|--|
| | by City Staff | Inspect roof, flashing, gutter, and downspout. Make repairs as necessary. Clean roof drains and gutters. |
|--|---------------|--|

Doors and Windows

| | | |
|--|---------------|--|
| | by City Staff | Inspect, lube all door hardware. Same with windows |
|--|---------------|--|