

SECOND AMENDMENT TO COOPERATIVE AGREEMENT

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT (the “**Second Amendment**”) to that certain Cooperative Agreement dated as of November 4, 1998, (the “**Cooperative Agreement**”), as amended in an Amendment to the Cooperative Agreement, dated June 6, 2017, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and the **DENVER ZOOLOGICAL FOUNDATION, INC.**, a Colorado non-profit corporation (the “**Foundation**”), which may be individually referred to herein as a “Party” or jointly referred to as the “Parties”, is hereby made and entered into, effective as of the execution of this Second Amendment.

RECITALS

WHEREAS, pursuant to the Cooperative Agreement, the Mayor currently appoints four (4) voting members of the Board of Trustees and the City’s Manager of Parks and Recreation serves as an ex-officio voting member of the Board of Trustees; and

WHEREAS, the Foundation, via a reorganization, intends to create a Board of Governors, the fiduciary board which will oversee all zoo operations, and a Leadership Council, whose purpose will be to support the mission of the Denver Zoo through fundraising and other efforts; and

WHEREAS, under the restructuring, there will be two (2) mayoral appointees plus the Manager serving as an ex-officio voting member of the Board of Governors; and

WHEREAS, the City will have two (2) representatives on the Leadership Council.

NOW, THEREFORE, in consideration of the mutual agreements contained in the Cooperative Agreement and this Second Amendment, and subject to the terms and conditions stated in the Cooperative Agreement and this Second Amendment, the Parties agree as follows:

A. In Section 16(a)(i) of the Cooperative Agreement, the reference to thirty-nine (39) Foundation Members shall be changed to up to fifteen (15) Foundation Members and the reference to four (4) City Members shall be changed to two (2) City Members.

B. In addition, the Cooperative Agreement is amended so that every reference to “Trustee” is changed to “Governor.”

C. Electronic Signatures and Electronic Records: The Parties consent to the use of electronic signatures by the City. The Amendment may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Amendment or 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 Amendment or 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.

D. Except as amended herein, the Agreement is ratified and affirmed by the Parties and shall remain in full force and effect.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:

PARKS-XC40345-02

Contractor Name:

Denver Zoological Foundation, Inc.

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: PARKS-XC40345-02

Contractor Name: Denver Zoological Foundation, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of this _____ day of _____, 2017.

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: _____