

## PARTNERSHIP AND FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered as of the date set forth on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **DENVER CIVIC VENTURES, INC.** a Colorado nonprofit corporation, with an address of 1515 Arapahoe Street, Tower 3, Suite 100, Denver, Colorado 80202 (“**DCV**”); which may individually be referred to herein as a “**Party**” or jointly as “**Parties**”.

### RECITALS

**WHEREAS**, the City, through its Department of Parks and Recreation (“DPR”), Forestry Division, manages and maintains trees throughout the City; and

**WHEREAS**, as a part of its tree management functions, the Forestry Division endeavors to promote and expand the City’s urban forest and tree canopy; and

**WHEREAS**, DCV is the Downtown Denver Partnership's charitable, public purpose organization, which focuses on community planning and development, provides educational forums to enhance the downtown neighborhood and raises funds through charitable contributions, grants, sponsorships and events; and

**WHEREAS**, The Urban Forest Initiative, led by DCV, is raising awareness regarding the need and benefits of growing downtown’s urban forest through a grant program that utilizes public and private funds; and

**WHEREAS**, the City and DCV, along with the Downtown Denver Partnership and the Downtown Denver Business Improvement District, have coordinated to launch Urban Forest Initiative in an effort to expand Denver’s urban forest; and

**WHEREAS**, as part of DPR’s The Outdoor Downtown plan to create vibrant outdoor spaces in Denver’s downtown area, the Urban Forest Initiative has a goal to grow the urban tree canopy in downtown by planting new trees and improving the planting area for trees over the next five years; and

**WHEREAS**, the City and DCV both wish to coordinate and cooperate in expanding the City’s urban forest and tree canopy, with particular focus on the downtown urban forest and tree canopy; and

**WHEREAS**, the City agrees to provide funding toward this effort; and

**WHEREAS**, DCV proposes to provide reciprocal or matching funding, and to obtain funding from other partners or participants, as well as through program administration and support for the urban forest and tree canopy expansion; and

**WHEREAS**, pursuant to the City’s Charter, Article II, Part 2.4.4, the City may cooperate or contract with public or private agencies for the development of programs for the benefit of the City and the general public; and

**WHEREAS**, the Urban Forest Initiative’s mission is consistent with the mission and values of DPR, the Forestry Division and the City; and

**WHEREAS**, DCV and the City wish to enter into this Funding and Partnership Agreement to allow the City and DCV to coordinate and cooperate to provide the program.

**NOW, THEREFORE**, in consideration of the promises contained in the agreement below, the Parties agree as follows:

1. Program. DCV shall coordinate and cooperate with the City to provide program administration for the Urban Forest Initiative. The Urban Forest Initiative’s mission is to build a robust urban tree canopy, providing a healthier, cleaner, more economically vibrant community for the City and County of Denver, all for the improvement of public spaces. DCV will also administer a grant program to allow private property owners to apply for and receive funding for the planting or installing trees and improving planting areas, including the cost of concrete work, soil remediation, suspended pavement systems, and other tree-related work (the “Program”). DCV shall establish and administer all program eligibility requirements and shall coordinate the work required for the planting, installation, improvement and other related work. The Program, for purposes of this Agreement, also includes DCV’s reporting requirements set forth in Paragraph 7.

2. DCV Obligations. DCV shall manage and operate the Program, for the benefit of the City and the general public, which includes but is not limited to (i) review and approval of grant applicants; (ii) inspection, approval and preparation of documentation of work, installations or improvements as described in the Reporting Requirements, Paragraph 7, including notifying the Forestry Division or other City agency; (iii) assistance to participants regarding permits, payment of fees and other City requirements for the work associated with planting trees or improving planting areas; (iv) verification that participants have properly obtained and complied with City permitting or other requirements for the associated work; (v) verification that all required maintenance is properly executed including automated or manual watering to sustain a reasonably healthy tree; and (vi) other such requirements to meet the purpose of the Program and this Agreement. DCV and City acknowledge the Program’s purpose for the improvement of public spaces with a goal of planting or improving approximately 400 to 500 trees or planting areas in the Downtown Denver area.

3. Funding.

a. City agrees to provide to DCV and to the Program, and DCV agrees to accept, funding to DCV for the purposes of the Program in an amount not to exceed **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)** (the “**Funding**”). City agrees to pay and DCV agrees to accept an amount not to exceed One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) through December 31, 2020. City Funding up to the City’s maximum Funding amount is contingent upon shared funding by DCV and Program partners. City shall be entitled to review documents and other verification of Program funding by the other Program partners.

b. Upon receipt of an advanced payment request invoice from DCV, and subject to appropriation, City agrees to transmit payment in the amount of Two Hundred Fifty

Thousand Dollars and Zero Cents (\$250,000.00) to DCV within 60 (sixty) days of execution of this Agreement. All future payments shall occur by reimbursement as described in subsection c. below.

c. DCV shall submit an invoice for reimbursement to the City no more frequently than once per month reflecting the work completed since the prior payment. Invoices shall be submitted electronically as instructed by DPR. DCV shall use the invoice template or form provided by the City, which the City reserves the right to change at any time. Supporting documentation shall be submitted with all invoices including the invoice(s) from the contractor(s) that performed the tree planting or improvement of a planting area and other documentation as may be required by DPR to verify satisfactory completion of said work. Invoices and supporting documentation shall be reviewed and approved by DPR before disbursement of funds to DCV. City shall pay reimbursement at a rate of one-third (1/3) of the total cost reflected on the contractor invoice. City shall have no obligation or liability for the remaining two-thirds (2/3) cost of the submitted invoice.

d. Work that is primarily for the improvement of private property or that otherwise is not for the improvement of public spaces consistent with the Program and this Agreement shall not be reimbursed.

e. Once City has reimbursed DCV \$2,750,000.00 (\$3,000,000.00 less the \$250,000.00 payment), City shall not be obligated to make further payments of any kind to DCV or toward the Program. However, DCV shall remain obligated to document the expenditure of the full \$3,000,000.00 and provide all reporting and other requirements under this Agreement until termination or the end of the Program.

4. Use of the Funding. DCV shall utilize the Funding solely for the purpose of the Program as approved by the City, including but not limited to planting of new trees, improvements to planting areas, and the associated work required for planting, installing and improvements, for the improvement of public spaces. DCV shall reject any application for the planting of trees or improvement of planting areas on or primarily benefitting private property. In the event that the Funding is not utilized or not completely expended for the Program, or if such Funding is not expended for the purposes agreed to in this Agreement, DCV shall remit to the City any unspent Funding. City reserves the right to withhold or withdraw all or a portion of the Funding, to require a full or partial refund of the Funding, or to terminate this agreement if the City determines in its sole discretion that:

a. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes of the Program as approved by the City infeasible or impractical;

b. Material changes in the scope or nature of the Program have occurred from how the Program was presented to and approved by the City without prior written approval of the DPR Executive Director;

c. Any statement or representation made or information provided by the Grantee in the Project Application or this Agreement is untrue, inaccurate or incomplete in any material respect; or

d. Any of the conditions precedent to Funding in this Agreement, including shared Program Funding, are not fulfilled by DCV or are unsatisfactory to the City, in its sole discretion.

5. Appropriation. Notwithstanding any provision of this Agreement to the contrary, any financial obligation of the City under this Agreement is at all times contingent upon all funds necessary under this Agreement being budgeted, appropriated and otherwise made available during the applicable fiscal year. It is acknowledged and agreed that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. City has no obligation to provide future funding or any funding in excess of the amounts agreed to herein.

6. Term. This Agreement shall remain in effect until December 31, 2024 or until this Agreement is otherwise terminated by mutual consent of the Parties.

7. Reporting Requirements. DCV shall provide to the City reports of Program work, expenditures, and administration of the program. DCV shall use the report formatting provided by the City, which the City reserves the right to change at any time. Upon request, DCV shall further provide any additional pertinent information to assist the City in assessing program and financial progress or status. Upon request, City shall be entitled to review any documents regarding Program or related matters including DCV's projected and anticipated costs for the Program.

a. Initial reporting. DCV shall provide the City with a report within 30 days of execution of this agreement that details any grants awarded to-date. This report shall include the date of the award, the Grantee name, the amount of the grant, and the location where the tree will be planted or improvement of planting area will occur.

b. Quarterly Reporting. DCV shall provide quarterly reporting by the 15<sup>th</sup> of the month following each calendar quarter, for the prior quarter. The report shall include the number and location of trees planted; the number and location of planting areas improved; new grant awards (including the date of the award, the Grantee name, the amount of the grant, and the location where the tree will be planted or improvement of planting area will occur); and verification of sufficient and adequate automated or manual watering to sustain a reasonably healthy tree including but not limited to properly operating irrigation systems for the trees or planting areas. All such information shall be in the format provided by the City, which the City reserves the right to change at any time. The quarterly report shall include close-out documents as required by the Program and completed forms as provided by the City. Close-out documents shall include those demonstrating successful completion of the installations or improvements as required by the Program.

c. Annual Reporting. DCV shall provide an annual report by January 31<sup>st</sup> of each year, with the first annual report being due January 31, 2021. The report shall include the number and location of trees planted; the number and location of planting areas improved; the

status and health of the trees; accounting of funds awarded, including total dollar amount awarded to grant recipients and grant dollars returned to DCV (if any); names and addresses of grant recipients; and verification of automated or manual watering of trees . DCV shall also report on its financial plan including estimated costs for the upcoming year of Program services.

d. Final Report. DCV shall provide a final report of the results of the Program by December 31, 2024. The final report shall include a comparison of the urban forest canopy between the 2020 and the canopy as of approximately 2024.

8. Tree Maintenance. All trees planted and planting areas improved under the Program shall be maintained and irrigated consistent with the Downtown Denver Business Improvement District’s (“BID”) Tree Health Program. DCV shall ensure that Program participants are complying with and participating in the BID Tree Health Program. If a property received a tree or planting area is improved outside of the BID service area, the participant shall be required to enroll in the BID Tree Health Program.

9. Program Requirements and Limitations. DCV and any recipient of Program grant funding shall be solely responsible for the execution and completion of the work necessary for the planting or installation of trees, or improvement of planting areas, tree watering, and maintenance, including all costs, fees, permits, and any approvals. Receipt of grant funds does not create an obligation on the City to issue permits or approvals until all applicable requirements are satisfied. DCV shall require that Grantee shall return all grant funds to DCV if DCV determines that the grant recipient cannot meet permit or approval requirements, or if the City determines a condition under Paragraph 4.a., 4.b., 4.c., or 4.d. has occurred.

10. 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, and the applicable resolutions, rules and regulations of the City. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

11. Indemnity and Defense.

a. DCV agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees 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 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 for any acts or omissions of DCV or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. DCV’s duty to defend and indemnify City 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. DCV’s duty to defend and indemnify City shall arise even if City is the only party sued by

claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. DCV shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the DCV under the terms of this indemnification obligation. The DCV is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

12. Insurance.

a. General Conditions. DCV agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. DCV shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement 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. Such notice 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, DCV 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 the DCV. DCV 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 DCV. The DCV 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. DCV shall provide a copy of this Agreement to its insurance agent or broker. DCV may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. DCV certifies that the certificate

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

c. Additional Insureds. For Commercial General Liability and Automobile Liability, DCV and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation. For all coverages required under this Agreement, with exception of Professional Liability (if required), DCV's insurer shall waive subrogation rights against the City.

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

f. Workers' Compensation/Employer's Liability Insurance. DCV shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. DCV expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of DCV's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date DCV executes this Agreement..

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

h. Business Automobile Liability. DCV shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Additional Provisions.

- (i) For Commercial General Liability, the policy must provide the following:
  - (a) That this Agreement is an Insured Contract under the policy;
  - (b) Defense costs are outside the limits of liability;
  - (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
  - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:
  - (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

13. Governing Law; Venue. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

14. Intellectual Property Rights. Any materials, products, inventions, and works developed or prepared by DCV (collectively, "Materials") under this Agreement are the property of DCV and all title and interest therein shall vest in DCV. These rights include patent rights, copyright, derivative rights, trade secrets, and trademarks. Nothing in this Agreement shall be construed as a sale, assignment, or transfer of any interest in Materials or intellectual property ownership to City. All intellectual property owned by City shall belong to City. DCV grants City a non-exclusive, non-sublicensable, non-assignable, non-transferable, royalty-free license to copy, use, or distribute any of DCV's Materials under this Agreement to end-users reference of the materials associated with the services under this Agreement. Such license grant is only for the provision of not-for-profit purposes. DCV agrees that any of its Material it distributes, outside of the services provided under this Agreement, shall not contain any logo of the City and County of Denver.

15. Advertising; Public Disclosure. The DCV shall not include any reference to the Agreement or to the obligations performed pursuant to the Agreement in any of the DCV's advertising or public relations materials without first obtaining the written approval of DPR. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The DCV shall notify DPR in advance of



the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials. Any use of the City's or DPR's logos or marks is allowed only with prior written permission. Subject to the City's prior written permission, signage, public communication and materials promoting or advertising the Program shall include acknowledgement of the City's and DPR's role and participation.

16. Confidential Information; Colorado Open Records Act. DCV acknowledges and accepts that, in performance of all work under the terms of this Agreement, DCV may have access to confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third parties. DCV agrees that all confidential information or any other data or information provided or otherwise disclosed by the City to DCV shall be held in confidence and used only in the performance of its obligations under this Agreement. DCV shall exercise the same standard of care to protect such information as a reasonably prudent contractor would to protect its own proprietary or confidential data. Such materials or information may be designated or marked "Proprietary" or "Confidential" and may therefore not be documents subject to disclosure pursuant to the Colorado Open Records Act ("CORA") or City ordinance, but provided or made available to DCV by the City. Such confidential information may be in hardcopy, printed, digital or electronic format. Likewise, DCV may obtain confidential information from Program participants. Some of this information may be disclosed to the City through permitting or other approval processes for the work related to trees and planting areas; or disclosed to the City through DCV's reporting requirements. DCV shall inform program participants that information provided may be subject to CORA if it is disclosed to the City or other public or governmental entity.

17. 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.

18. No Discrimination in Employment. In connection with the performance of this Agreement, the Parties agree 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, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

19. 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.

20. Amendment. This Agreement may 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.

21. No Assignment. No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as contemplated in this Agreement, without the prior written consent of the other Party.

22. 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 achieve the original intent and purposes of the Parties hereunder.

23. Limitation on Application of Agreement: The provisions of this Agreement shall not be construed to prohibit, limit, modify, or waive any term or provision of other agreements between the Parties currently existing or entered into in the future.

24. Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are 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.

25. Execution of Agreement. This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all required signatories of the Parties.

26. Electronic Signatures and Electronic Records: DCV 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[Remainder of the page intentionally left blank. Signature pages to follow.]**

**Contract Control Number:** PARKS-201952681-00  
**Contractor Name:** DENVER CIVIC VENTURES, 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:**

PARKS-201952681-00  
DENVER CIVIC VENTURES, INC.

By:  \_\_\_\_\_  
BC50482072754FC...

Name: Tamara Door  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/5/2019

**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).**

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team	
	<b>PHONE (A/C. No. Ext):</b> 303-534-4567	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Starr Indemnity & Liability Company		38318
<b>INSURED</b> Denver Civic Ventures, Inc. 1515 Arapahoe Street Denver, CO 80202	DOWNDEN	<b>INSURER B:</b> National Union Fire Ins. Co. of PA
		<b>INSURER C:</b> Pinnacol Assurance
		<b>INSURER D:</b> Hanover Insurance Company
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: 565741930** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded\$10,000 <input checked="" type="checkbox"/> Host Liquor Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000305183191	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000198340191	11/13/2019	11/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU012934947	11/13/2019	11/13/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3044887	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Business Personal Property Tenants Improve & Betterments SPC Form/RC			RH4D18326002	3/1/2019	3/1/2020	Limit \$99,572 Limit \$2,500,000 Deductible \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Crime Coverage: Policy #34FA025332819 Effective: 03/01/2019-03/01/2020 Insurer: Hartford Fire Insurance Company  
 \$1,000,000 Employee Theft Limit; \$5,000 Deductible  
 \$1,000,000 Depositors Forgery or Alteration Limit; \$5,000 Deductible  
 \$1,000,000 Money, Securities & Other Property Limit; \$5,000 Deductible  
 RE: Urban Forest Initiative.

<b>CERTIFICATE HOLDER</b>  City and County of Denver 201 W Colfax Ave Denver CO 80202	<b>CANCELLATION</b>  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 