

**PROJECT FUNDING AGREEMENT FOR
GLOBEVILLE IMPROVEMENTS**

AMONG

**ADAMS COUNTY, COLORADO
CITY AND COUNTY OF DENVER, COLORADO**

AND

DENVER URBAN RENEWAL AUTHORITY

Dated as of _____, 2022

THIS PROJECT FUNDING AGREEMENT FOR GLOBEVILLE IMPROVEMENTS, dated as of the Effective Date (defined below) (this "Agreement") is made by and among ADAMS COUNTY, COLORADO (the "County"), the CITY AND COUNTY OF DENVER, COLORADO (the "City"), a home-rule city and municipal corporation of the State of Colorado, and the DENVER URBAN RENEWAL AUTHORITY ("DURA"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, each a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX, of the Colorado Constitution and the Charter of the City; and

WHEREAS, the County is a county of the State of Colorado; and

WHEREAS, DURA is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City, all under and pursuant to the Colorado Urban Renewal Law, constituting Sections 31-25-101, *et seq.*, C.R.S., as amended (the "Act"); and

WHEREAS, the Act, Section 18, Article VIX of the Colorado Constitution and the City Charter authorize the City, the County and DURA to enter into cooperative agreements, such as this Agreement; and

WHEREAS, pursuant to Section 31-25-112.5 of the Act, the County and the City are authorized to cooperate with DURA for the development of the area located adjacent to the City; and

WHEREAS, the Denver City Council ("City Council") approved by ordinance (the "Ordinance") and the Board of County Commissioners of Adams County (the "Board of County Commissioners") approved by resolution (the "Resolution") an urban redevelopment plan known as the Globeville Commercial Urban Redevelopment Plan (as it may be amended or restated from time to time, the "Urban Redevelopment Plan"), in accordance with Section 31-25-112.5 of the Act which created the Globeville Commercial Urban Redevelopment Area (the "Urban Redevelopment Area"); and

WHEREAS, the City, the County and DURA entered into the Amended and Restated Globeville Commercial Urban Redevelopment Area Cooperation Agreement dated as of May 26, 2021 (as it may be amended or restated from time to time, the "Cooperation Agreement"); and

WHEREAS, the Parties wish to make revenues from the tax increment approved in the Urban Redevelopment Plan available for projects that will further the Urban Redevelopment Plan; and

WHEREAS, the projects to further the Urban Redevelopment Plan include projects to be proposed by the City, agreed to by the County and approved by DURA pursuant to this Agreement (the "City Projects"), which include: (1) roadway reconstruction of 54th Avenue from

Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street; and (4) wayfinding along Washington Street between I-70 Interchange and 58th Avenue; and

WHEREAS, the City is willing to advance funds for certain costs related to the City Projects in and near the Urban Redevelopment Area, and once approved by DURA to be reimbursed in whole or in part, for eligible costs, by DURA from tax increment revenues which are available to DURA as provided in the Cooperation Agreement as limited and modified by various other agreements entered into by DURA; and

WHEREAS, DURA agrees to make available for the approved City Projects, amounts from tax increment revenues as described above.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. DEFINITIONS

The defined terms set forth in the recitals or elsewhere in this Agreement, shall have the meaning set forth therein whenever used in this Agreement. Capitalized terms used in this Agreement that are not defined herein shall have the meaning set forth in the Cooperation Agreement. The following terms shall have the following meanings:

"Available Tax Increment" means City Property Tax Increment, City Sales Tax Increment, County Property Tax Increment and County Sales Tax Increment (each as defined in the Cooperation Agreement) as limited by and subject to the terms of the Taxing Authority Agreements.

"City Project" or "City Projects" means projects to be proposed by the City and as agreed to by the County, consisting of: (1) roadway reconstruction of 54th Avenue from Washington Street to Franklin Street; (2) multi-use pedestrian and bicycle improvements to 51st Avenue between the South Platte Trail and Washington Street; (3) intersection improvements at the intersection of 51st Avenue and Washington Street; and (4) wayfinding along Washington Street between I-70 Interchange and 58th Avenue; and approved pursuant to the process described in Section 3 below.

"City Project Contract" means an agreement by and between the City and an outside party or contractor for work on a City Project.

"City Project Costs" means the commercially reasonable costs and expenses actually incurred by City pursuant to a City Project Contract and reflected on an Expenditure Certification, including any design and planning costs for a City Project; any costs related to the acquisition of real property, easements, licenses or permits necessary for the implementation of the City Project; any project management costs of the City Projects as a whole; any change

orders to a City Project Contract as may be reflected on the Expenditure Certification from time-to-time; and any other documented and capitalizable costs of a City Project, to be reimbursed to the City by DURA from Available Tax Increment.

“Cross-Jurisdictional City Project” means a City Project located in whole or in part within the County’s jurisdiction.

"Expenditure Certification" means the certificate the City delivers to DURA in the form attached hereto as **Exhibit 1**, and relating to City Project Costs incurred by City for construction and delivery of a City Project.

"Taxing Authority Agreements" means (1) the letter agreement between DURA and Urban Drainage and Flood Control District dated January 21, 2021; (2) the Intergovernmental Agreement between DURA and Rangeview Library District dated June 15, 2021; (3) the Intergovernmental Agreement for Property Tax Increment Sharing between DURA and Adams County Fire Protection District dated May 26, 2021; (4) the Intergovernmental Agreement between DURA and Mapleton Public Schools dated May 26, 2021; and (5) the Intergovernmental Agreement between DURA and School District No. 1 in the City and County of Denver dated May 26, 2021, as each may be amended from time to time.

"Termination Date" has the meaning set forth in Section 2.3 hereof.

Section 2. IMPLEMENTATION AND FUNDING OF CITY PROJECTS

Section 2.1 Implementation and Delivery of the City Projects.

(a) The Parties acknowledge that the City Project Costs incurred in connection with the City Projects cannot be currently determined but are anticipated to be in accordance with **Schedule 1**¹, as described below:

City Project	Projected City Project Costs	10% Allowed Contingency	Proposed Budget Maximum
54 th Avenue Improvements	\$ 9,950,000	\$ 995,000	\$10,945,000
51 st Avenue Multi-use Improvements	1,700,000	170,000	1,870,000
51 st Avenue & Washington Intersection Right of Way	4,500,000	450,000	4,950,000
Wayfinding	500,000	50,000	550,000
Total	\$16,650,000	\$1,665,000	\$18,315,000

¹ Note: Construction Employment Opportunities (CEO) fees as described in Section 2.6(b) are not reflected in these amounts and will be paid to DURA from Available Tax Increment upon the approval by DURA of City Project(s) pursuant to Section 3.3

The City shall have the right, in its sole discretion, not to make any expenditures on a specific City Project. As the aggregate City Project Costs cannot be determined, DURA's reimbursement obligation shall be limited as set forth in Section 2.3.

(b) The City agrees to complete the design for, and undertake the construction of, or implementation of and take all other actions necessary to implement the City Projects and to pursue the same with appropriate care and diligence or to cause its contracting parties to do the same. All activities by the City or its contracting parties, including design and construction and other implementation activities with respect to the City Projects shall be undertaken and completed in accordance with all applicable laws and regulations, including but not limited to the Urban Redevelopment Plan, as it may be amended, the Cooperation Agreement, the Taxing Authority Agreements, other related agreements and this Agreement. DURA shall have no responsibility to undertake any design, implementation or construction with respect to any City Project.

Section 2.2 Payment Procedures for City Project Costs. In connection with all payments of City Project Costs, the City shall deliver to DURA an Expenditure Certification signed by an authorized representative of City, provided that such Expenditure Certifications shall be delivered no more frequently than once per month for so long as any City Projects remain outstanding. DURA shall review each Expenditure Certification promptly upon receipt and notify the City of any issues concerning the applicable Expenditure Certification within ten (10) business days of its receipt. If DURA does not notify the City of any such issues within ten (10) business days of receipt of the Expenditure Certification, the Expenditure Certification shall be deemed approved for payment by DURA. DURA's approval of any Expenditure Certification shall be made upon the form of Certification of Costs set forth in **Exhibit 2** of this Agreement ("Certification of Costs"). All payments made to the City hereunder shall be used solely for payment of City Project Costs. The City agrees to provide, at the time it submits each Expenditure Certification, an update on the status of the City Project, including information regarding its compliance with the requirements of Section 2.7 hereof, its budget, and if the current budget to complete exceeds, is within, or is below the budget for the City Project as approved by DURA pursuant to Section 3.3 hereof. DURA's reimbursement obligations under this Agreement shall be limited to the Available Tax Increment.

Section 2.3 Reimbursement by DURA to the City for City Project Costs. As more fully set forth in the Cooperation Agreement and the Taxing Authority Agreements, DURA shall reimburse the City only from Available Tax Increment. DURA shall authorize such reimbursement concurrently with approving any Expenditure Certification under Section 2.2 utilizing the Certification of Costs. DURA's obligation to reimburse the City shall cease on May 8, 2036 (the "Termination Date"). To the extent that the cost of a City Project exceeds the amount of Available Tax Increment available for such City Project, the additional costs shall be paid in accordance with the provisions of Section 2.7, below.

Section 2.4 Priority Fee. Commencing upon the approval of this Agreement by all Parties, and continuing each year thereafter until the Termination Date, DURA will charge an annual priority administrative fee in the amount equal to the greater of (i) \$160,000 or (ii) one percent (1%) of all approved City Project Budgets (as calculated, the "Priority Fee"). DURA shall deduct the Priority Fee each year prior to any payment to the City during that particular

year. In addition, DURA shall deduct from the Available Tax Increment, all out-of-pocket expenses (including reasonable attorneys' fees and reasonable expenses incurred by DURA for other necessary consultants) incurred by DURA in connection with the City Projects or this Agreement. The Priority Fee and reimbursement for out-of-pocket expenses shall be first and prior in right and payment to any reimbursements to the City and shall not be subordinated in any manner to any right or claim of the City or the County.

Section 2.5 Access by the City, the County and DURA.

(a) To the extent the City or the County has rights, respectively, the City or the County hereby grants to DURA authority to enter any location where a City Project is being implemented for the purpose of carrying out or determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, DURA shall provide reasonable advance notice to the City or the County, respectively and as applicable, of their intention to so inspect.

(b) To the extent the City has rights, the City hereby grants to the County authority to enter any location where a City Project is being implemented for the purpose of determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, the County shall provide reasonable advance notice to the City of their intention to so inspect.

(c) To the extent the County has rights, the County hereby grants to the City authority to enter any location where a City Project is being implemented for the purpose of carrying out City Projects, including the design, construction and implementation of the City Projects, or determining compliance with the Urban Redevelopment Plan, this Agreement, the Cooperation Agreement, and any other agreements related to the City Project; provided that, except in the event of an emergency, the City shall provide reasonable advance notice to the County of their intention to so inspect.

Section 2.6 Compliance with Certain DURA Contracting Policies.

(a) *Project Art.* Compliance with the City's Public Art Ordinance (Sections 20-85, *et seq.*, D.R.M.C., as amended) shall be deemed to satisfy the obligation to comply with DURA's Project Art Policy. To the extent that any City Projects include funding from City and/or County sources aside from the Available Tax Increment, such additional funding shall be included in the calculation of City Project Costs for purposes of compliance with the City's Public Art Ordinance.

(b) *Construction Employment Opportunities Program.* The City agrees that, with respect to the City Projects, it shall comply with DURA's Construction Employment Opportunities Program, a copy of which is attached as **Exhibit 3** (the "CEO Program"). DURA and the City agree that the amount of funding that must be provided for construction employment opportunities under the policy in connection with all the City Projects is one percent

(1%) of the total funding approved by DURA for the City Projects and the corresponding amount for each City Project shall be deducted from Available Tax Increment upon approval of the City Project by DURA pursuant to Section 3.3.

(c) *First Source Program.* With respect to any City Project, DURA and the City shall carry out the DURA First Source Hiring Program designed to provide employment opportunities to City residents (the "First Source Hiring Program"), a copy of which is attached as **Exhibit 4**, and, for Cross-Jurisdictional City Projects, DURA and the City shall work with the Adams County Workforce Business Center, or its successor, to carry out the First Source Hiring Program to provide employment opportunities to County residents, as applicable. The First Source Hiring Program includes, among other things, recruitment, training, and similar activities, in conjunction with the City Projects and, if applicable Cross-Jurisdictional City Projects, in furtherance of the Urban Redevelopment Plan. The City shall designate a job placement coordinator who shall be responsible for implementing the First Source Hiring Program and coordinating with the County and DURA regarding the City's and the County's respective efforts in connection therewith. In addition, the City may apply any City workforce development programs, such as WorkNOW or any successor programs or City ordinances, for City residents, as applicable, to the City Projects, and the County may apply any County workforce development programs for County residents, as applicable, to the Cross-Jurisdictional City Projects. The City and the County shall coordinate and cooperate in good faith to implement any respective and applicable workforce development programs for Cross-Jurisdictional City Projects in accordance with the then-applicable and respective City and County workforce development policies, procedures and ordinances. The City and the County shall be responsible for the costs of administering the First Source Hiring Program and shall not submit expenses and costs as a City Project Cost.

(d) *Small Business Enterprises Utilization Program.* The City shall implement and utilize the small business enterprises program set forth in Sections 28-201, *et seq.*, D.R.M.C., as the same may be amended from time to time, unless the City, with DURA's approval, consents to the use of another governmental agency's policy regarding small business enterprise utilization if such other governmental agency is completing the construction-related work subject to such a small business enterprise utilization program.

(e) *Prevailing Wage Program.* The City shall implement and utilize the City's prevailing wage program set forth in Sections 20-76, *et seq.*, D.R.M.C., as the same may be amended from time to time.

Section 2.7 Cost Overruns.

(a) In the event that the City Project Costs associated with any particular City Project exceeds the Available Tax Increment related to that City Project, for any reason whatsoever (as identified, "Cost Overruns"), but excluding any Upgrade addressed in Section 2.7(c) below, the City and the County shall each share equally in paying for the Cost Overruns. Upon request by the City, and upon the City providing documentation as to the cause for the Cost Overruns, the County shall pay to the City its equal share of the Cost Overruns from time-to-time as they have been incurred or as they are projected to be incurred.

(b) The City and the County shall cooperate in good faith, but neither legally binds itself by this Agreement, to appropriate and make available their proportionate share of the funds needed for any Cost Overruns that exceed the Available Tax Increment. If funds are not made available as needed to cover said Cost Overruns, for whatever reason whatsoever, by either the City or the County, then the City reserves the right, at the City's sole discretion, to suspend performance of the City Project subject to such Cost Overruns unless and until such funds are made available. Notwithstanding the foregoing, the City and the County shall cooperate in good faith to develop a joint plan to address all potential and realized Cost Overruns (as developed and amended from time to time, a "Joint Plan"). A Joint Plan may include elements, without limitation, that: 1) provide for changes to aspects of the City Project to avoid or reduce City Project Costs and expected Cost Overruns; and/or 2) provide for the contribution of additional funding from the City and the County. Notwithstanding the foregoing, nothing contained herein shall constitute a legally binding obligation or commitment from either the City or the County to fund any amount in excess of the Available Tax Increment with respect to any particular City Project.

(c) If either the City or the County (for purposes of this Section 2.7(c), an "Upgrade Requesting Party") should desire to have additional improvements not identified in the original scope, as described in **Exhibit 6**, of any City Project to be included in the design and made a part of a City Project and, if the cost of the revised design and these additional improvements should cause such City Project to exceed the Available Tax Increment available for such City Project (an "Upgrade"), then the Upgrading Requesting Party desiring the Upgrade shall be responsible for obtaining the prior approval of the non-Upgrade Requesting Party for the Upgrade. If the non-Upgrade Requesting Party agrees to the proposed Upgrade but does not agree to share in the costs of the proposed Upgrade, then the Upgrade Requesting Party shall be solely responsible for paying all costs associated with the Upgrade. The City shall have no obligation to prepare designs based on an Upgrade or undertake construction of any Upgrade until all funds for such Upgrade are delivered to and/or appropriated by, as applicable, the City.

Section 3. **APPROVAL OF CITY PROJECTS**

Section 3.1 City Projects. The Available Tax Increment is to be allocated for City Projects. The City Projects and the projected amount of City Project Costs are as set forth on Schedule 1 described in Section 2.1(a). If the proposed budget for a City Project, including a 10% contingency, is not more than 10% greater than the amount set forth on Schedule 1 under the Proposed Budget Maximum, the City may submit the City Project Information Packet to DURA pursuant to Section 3.3 without any further County approval. If the City desires to revise the Proposed Budget Maximum (as shown on Schedule 1) to an amount more than 10% greater than the corresponding amount set forth in Schedule 1 for the City Project, the City shall obtain the County's consent prior to submitting the City Information Packet to DURA pursuant to Section 3.3.

Section 3.2 Review and Approval of City Project(s) by the County. The City shall obtain approval of the design of City Projects located in whole or in part within the County's jurisdiction ("Cross-Jurisdictional City Projects"), by the review and approval steps outlined below:

(a) The City shall submit design plans for the Cross-Jurisdictional City Projects to the County through the following notice procedures:

(i) Design plans for the Cross-Jurisdictional City Projects shall be submitted to the County throughout the review phase. At a minimum, the City shall submit plans to the County at thirty percent (30%), sixty percent (60%), and ninety (90%) completion into the design phase for the County's review.

(ii) In order to proceed with construction of a Cross-Jurisdictional City Project, the City shall receive prior written approval of the plans for the Cross-Jurisdictional City Project from the County.

(iii) Within thirty (30) days after receipt of the plans for Cross-Jurisdictional City Projects at each of the design phases set forth in this Section 3.2, the County shall provide written approval or disapproval to the City; if written disapproval is provided by the County, then the County shall also include comments to enable the City to expeditiously prepare and resubmit revised plans for eventual County plan approval. Written approval from the County of the sixty percent (60%) plans and estimated construction costs shall be required prior to proceeding on a Cross-Jurisdictional City Project.

(b) The City and the County shall coordinate with one another, as periodically as may be reasonably necessary under the circumstances, in good faith to review and approve all design, construction, warranty and approval/dedication phases of Cross-Jurisdictional City Projects. For the purposes of the foregoing as well as the remainder of this Section 3.2, such coordination may include, without limitation, attendance and/or participation in Cross-Jurisdictional City Project management meetings, collaboration to ensure appropriate design and construction milestones are satisfied, and satisfactory management of any applicable County inspection/dedication/approval processes to ensure that all applicable Cross-Jurisdictional City Project improvements that are located within the County's jurisdiction are designed and constructed in accordance with applicable County standards and specifications.

Section 3.3 Approval of City Project(s) by DURA. In order for a City Project to be eligible for reimbursement of its City Project Costs from the Available Tax Increment, the City must receive approval of such City Project and its applicable City Project Cost by DURA pursuant to the following procedure.

(a) The City will submit to DURA the information required in the City Project Information Packet attached as **Exhibit 5** and any other information DURA deems to be necessary to review and approve the proposed project. If required pursuant to Section 3.1, the City shall only submit to DURA the information required in the City Project Information Pack described in this Section 3.3(a) after the County provides its consent to such submission.

(b) DURA staff will review the City Project Information Packet and will recommend to its Board of Commissioners approval or denial of the proposed City Project. DURA staff may recommend denial of the proposed City Project if DURA staff finds, in its reasonable discretion, that there is not enough projected Available Tax Increment to pay the

applicable costs of the proposed City Project or if the proposed City Project does not contain costs eligible to be reimbursed by the Available Tax Increment.

(c) The Board of Commissioners of DURA shall approve or deny such proposed City Project and its budget ("City Project Budget") at the Board of Commissioners meeting following the receipt of the recommendation of its staff.

Section 3.4 Modifications to City Project Budget. Prior to approval by the DURA Board of Commissioners, the City may, without further DURA or County approval, increase or decrease a City Project Budget by up to ten percent (10%) of the Proposed Budget Maximum set forth on Schedule 1 described in Section 2.1(a). A Proposed Budget Maximum for a City Project Budget increase or decrease of greater than ten percent (10%) shall require approval of the DURA Board of Commissioners. In addition, the City may, without further DURA or County approval, increase or decrease a line item contained within a previously-approved City Project Budget by up to fifteen percent (15%) provided that there is no change to the Proposed Budget Maximum. A change to a line item within such previously-approved City Project Budget of greater than fifteen percent (15%) requires the prior approval of DURA staff before it may become effective. Modifications to a City Project Budget as described pursuant to this Section 3.4 may be submitted by the City's Manager of Finance, or the Manager of Finance's designee, to DURA.

Section 3.5 Modifications to Scope of City Project. Changes to the scope of a City Project shall be submitted by the City, after obtaining County approval, to DURA for approval by the DURA Board of Commissioners.

Section 4. **GENERAL COVENANTS**

Section 4.1 Insurance.

(a) If a City Project requires construction, within ten (10) days after the commencement of the construction of a City Project and until completion of construction the City shall provide DURA with certificates of insurance from the City's contractor(s) as follows:

(i) Commercial general liability insurance with XC&U exclusions deleted (including completed operations, operations of subcontractors, blanket contractual liability insurance, owned, non-owned and hired motor vehicle liability, personal injury liability) with limits against bodily injury and property damage of not less than \$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; and

(ii) Worker's compensation insurance, with statutory coverage.

(b) The policies of insurance required under subsection (a) above, shall be reasonably satisfactory to DURA, shall, for commercial general liability, list DURA and the County as an additional insured, shall be placed with financially sound and reputable insurers licensed to transact business in the State of Colorado, and shall require the insurer to give at least thirty (30) days' advance written notice to the City and DURA and the County prior to

cancellation or change in coverage. The City shall provide certified copies of all policies of insurance required under subsection (a) above, to DURA and the County upon request. For all insurance required to be carried by the City's contractors under this Section 4.1, the City shall require its insurer(s) to provide the City, the County and DURA and their respective commissioners, directors, officers, employees and agents with waivers of subrogation. The City shall not allow any party to obtain any insurance that prohibits the insured from waiving subrogation. To the extent available in the insurance industry at a commercially reasonable price, the City shall require all policies obtained to be written as "occurrence" policies and not as "claims-made" policies.

(c) In agreeing to the foregoing insurance requirements, none of the City, the County or DURA intend to waive any provision of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

Section 4.2 Cooperation. The Parties agree to execute such additional documents, including, without limitation, any estoppel certificates and take any such actions as may be reasonably requested by the other Parties in order to fulfill the purposes of this Agreement.

Section 5. **INDEMNITY**

The City shall require its contractor(s) performing the work contemplated pursuant to this Agreement to indemnify DURA and the County, to the same extent that the City is indemnified in such contracts, in each City Project Contract for which the City will seek reimbursement under this Agreement.

Section 6. **EVENTS OF DEFAULT; REMEDIES**

Section 6.1 Event of Default by City. A "Default" by the City under this Agreement shall mean one or more of the following events:

(a) The City transfers or assigns its interest in this Agreement, without the consent of DURA;

(b) The City commences a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or is the subject of an involuntary case of such nature not dismissed within sixty (60) days after it is filed, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the City or of any substantial part of its property, or the City makes any general assignment for the benefit of creditors or generally fails to pay its debts as they become due or takes any action in furtherance of such action;

(c) The City fails to use good faith efforts to comply with Section 2.6 of this Agreement;

(d) The City breaches any provision of this Agreement.

and if such Defaults are not cured by the City within the time provided in Section 6.5, then an "Event of Default" shall have occurred and DURA may exercise any remedy available under this Agreement.

Section 6.2 Events of Default by DURA. "Default" by DURA under this Agreement shall be limited solely to the failure of DURA to reimburse the City for payment of City Project Costs as provided in Section 2. If such Default is not cured within the time provided in Section 6.5, then an Event of Default shall be deemed to have occurred, and the City may exercise the remedy available under this Agreement.

Section 6.3 Events of Default by the County. "Default" by the County under this Agreement shall be limited to solely to the failure of the County to follow its requirements detailed in Section 3.2. If such Default is not cured within the time provided in Section 6.5, then an Event of Default shall be deemed to have occurred, and the City may exercise any remedy available under this Agreement.

Section 6.4 Remedies. If any Event of Default by the City occurs and is continuing hereunder, DURA may seek enforcement of the City's obligations hereunder by specific performance. DURA expressly waives all other remedies available in law or equity. If any Event of Default by DURA occurs and is continuing hereunder, the City may seek enforcement of DURA's obligations in Section 2 and Section 3 hereof. If any Event of Default by the County occurs and is continuing hereunder, the City may seek enforcement of the County's obligations in Section 3 hereof by specific performance.

In no event shall DURA, the County or the City be liable to the other Parties hereto for damages, including special, consequential or punitive damages, and each Party hereby waives any claims or actions for damages against the other Parties hereto.

Section 6.5 Notice of Defaults; Opportunity to Cure Such Defaults. Anything hereunder to the contrary notwithstanding, no Default under Sections 6.1, 6.2 or 6.3 hereof shall constitute an Event of Default until: (a) actual notice of such Default shall be given to the Party in Default by one of the other Parties hereto, (b) and the Party in Default shall have had thirty (30) days after receipt of such notice to correct said Default or cause said Default to be corrected and shall not have corrected said Default or caused said Default to be corrected within the applicable period, and (c) provided, however, if said Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued until the Default is corrected; so long as that corrective action is completed no later than one hundred eighty (180) days after receipt of notice unless otherwise extended upon written agreement by the non-Defaulting Parties.

Section 7. **MISCELLANEOUS**

Section 7.1 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or to be implied by this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions hereof.

Section 7.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following persons and addresses or at such other address or addresses as any Party hereto shall designate in writing to the other Parties hereto:

TO DURA:

Denver Urban Renewal Authority
1555 California Street
Suite 200
Denver, Colorado 80202
Attention: Executive Director

TO THE CITY:

Manager of Finance
Webb Municipal Office Building
201 W. Colfax Ave., Dept. 1010
Denver, CO 80202

Executive Director of the Department of Transportation and
Infrastructure
Webb Municipal Office Building
201 W. Colfax Ave, Dept 608
Denver, CO 80202

City Attorney
Denver City and County Building
1435 Bannock St., Room 353
Denver, CO 80202

TO THE COUNTY:

Board of County Commissioners
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Adams County Attorney
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Section 7.3 Waiver. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any

right or remedy consequent upon a breach of this Agreement, shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party, by giving notice to the other Parties may, but shall not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 7.4 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees, actual court costs and other expenses incurred.

Section 7.5 Conflicts of Interest. DURA, the County and the City shall not allow any of the following persons to have any interest, direct or indirect, in this Agreement: A member of the governing body of DURA, the County or of the City or an employee of DURA, the County or of the City who exercises responsibility concerning the Project. DURA, the County and the City shall not allow any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 7.6 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.7 Applicable Law. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the City Charter or ordinances of the City and the resolutions of the County.

Section 7.8 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their successors and assigns.

Section 7.9 Further Assurances. The Parties hereto agree to execute such documents, and take such action, as shall be reasonably requested by the other Parties hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 7.10 Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.11 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 7.12 Good Faith; Consent or Approval. Except as specifically set forth herein to the contrary, in performance of this Agreement, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. The City and the County agree and acknowledge that in each instance in this Agreement or elsewhere where DURA is required or has the right to review or give its approval or consent, no such review, approval or consent shall imply or be deemed to constitute an opinion by DURA, nor impose upon DURA any responsibility for the design construction or implementation of the City Projects, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including all environmental laws. All reviews, approval and consents by DURA under the terms of this Agreement are for the sole and exclusive benefit of the City and the County and no other person or party shall have the right to rely thereon. Notwithstanding anything in the Agreement to the contrary, nothing herein shall limit or impair the City's police powers, including its regulatory powers.

Section 7.13 Nonliability of DURA, County or City Officials and Employees. No elected official, commissioner, board member, director, officer, agent or employee, of the County, the City or DURA shall be charged personally, or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement, in the event of a breach or Event of Default by DURA, the County, or the City or for any amount that may become due under the terms of this Agreement.

Section 7.14 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 7.15 Survival. The obligations of the City under Section 5 to seek indemnification of DURA and the County by the City's contractors shall survive any termination of this Agreement until the latest expiry of all applicable statutes of limitation.

Section 7.16 No Third Party Beneficiaries. The Parties intend that this Agreement shall create no third party beneficiary interests. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation constituting a different interest, and, in any event, expressly disclaim any such acts or actions.

Section 7.17 Examination of Records. Each Party to this Agreement agrees that any duly authorized representative of either of the other Parties, including, in the case of the City, the City Auditor and his or her representatives, shall have access to and the right to examine, copy and retain, in paper or electronic form, during normal business hours and upon reasonable notice, any directly pertinent books, documents, papers, and records of the requested party relating to this Agreement subject to applicable laws, including maintaining the confidentiality of documents in accordance with the Colorado Open Records Act, (Sections 24-72-201, *et seq.*, C.R.S., as amended). The Parties shall cooperate with one another and representatives shall be granted access to the foregoing documents and information until the later of three (3) years after the expiration of the

term of this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the auditing Party 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 7.17 shall require the Parties to make disclosures in violation of state or federal privacy laws.

Section 7.18 Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, without City Council approval unless City Council approval is required by City Charter or the Denver Revised Municipal Code, as amended, in the case of the City, or applicable state law, in the case of the County. Any modification, amendment, change or termination shall be in writing executed by the Parties.

Section 7.19 Venue. Venue shall be exclusively to the District Court in and for the City and County of Denver.

Section 7.20 Nondiscrimination. In connection with the performance of work under 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, ethnicity, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle or disability; and the City further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 7.21 Effective Date and Term. The Effective Date of this Agreement shall be the date set forth on the City signature page below. This Agreement shall automatically terminate upon the earlier of (i) completion of all obligations hereunder or (ii) the Termination Date.

Section 7.22 Counterparts; Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The Parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature 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, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

Section 7.23 Appropriation. The obligations of the City under this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City. All obligations of the County under this Agreement are subject to prior appropriations of monies expressly made by the Board of County Commissioners for the purposes of this Agreement and paid into the Treasury of the County.

Exhibit 1: Expenditure Certification

Exhibit 2: Certification of Costs

Exhibit 3: Description of CEO Program

Exhibit 4: First Source Program

Exhibit 5: City Project Information Packet

Exhibit 6: City Project Original Scope

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:
Contractor Name:
ADAMS COUNTY

FINAN-202263769-00
DENVER URBAN RENEWAL AUTHORITY AND

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:
ADAMS COUNTY

FINAN-202263769-00
DENVER URBAN RENEWAL AUTHORITY AND

By: See Attached Signature Pages

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

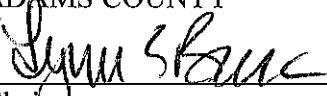
Name: _____
(please print)

Title: _____
(please print)

DENVER URBAN RENEWAL AUTHORITY

By: _____
Tracy Huggins
Executive Director

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY



Chair

8/2/22

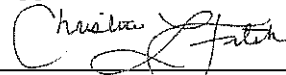
Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER



Deputy Clerk

Approved as to form:



Adams County Attorney's Office

EXHIBIT 1

EXPENDITURE CERTIFICATION

Date: _____

City Project: _____

Payment Request No.: _____

Amount Requested: _____

The following documents are attached to this certification are;

1. Project Schedule of Total Costs for Expenditure Certification.
2. Itemized bill or statement of account for each itemized cost as listed on the Schedule of Total Costs for Payment.
3. An invoice log in accordance with City and County of Denver processes for each Contractor and/or Sub-Contractor invoice or portion of invoice for the previous expenditure certification showing payments made per the previously approved Schedule of Total Costs for Payment.

I, _____ (name) _____, as _____ (title) _____ of the City and County of Denver, as of the _____ (date) _____ certify the following:

The items of costs for which payment is certified herein (i) are or were necessary in connection with, and are reasonably attributable to, the above referenced City Project and (ii) have not formed the basis for any previous payment to the person receiving payment as described herein.

No event has occurred and is continuing which constitutes an Event of Default of the City and County of Denver, as defined in the Project Funding Agreement for Globeville Improvements (the "Project Funding Agreement"), or would constitute an Event of Default but for the requirement that notice be given or time elapsed or both.

The City Project Costs certified herein were incurred pursuant to the Project Funding Agreement for Globeville Improvements.

Dated: _____, 202_

CITY AND COUNTY OF DENVER

By: _____
Name: _____
Title: _____

EXHIBIT 2

CERTIFICATION OF COSTS ELIGIBLE FOR PAYMENT

Date: _____

City Project: _____

Payment Request No.: _____

Amount of Eligible Improvements
Approved for Reimbursement to City: _____

By signing below, the City and DURA hereby approve the above amount of City Project Costs as Eligible to be reimbursed by DURA to the City, pursuant to the Project Funding Agreement for Globeville Improvements.

Dated: _____, 202_

CITY AND COUNTY OF DENVER

DENVER URBAN RENEWAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**DENVER URBAN RENEWAL AUTHORITY
CONSTRUCTION EMPLOYMENT OPPORTUNITIES POLICY
December 2016**

Policy Statement

The Denver Urban Renewal Authority (the “Authority”) believes that promoting employment and advancement within the construction trades is consistent with the strategic goals of the Authority. As such, the funding of construction employment opportunities (“CEO”) is required of all projects funded in whole or in part by tax increment financing. The funding amount is the greater of one percent of a project’s maximum reimbursable project cost, as defined in an approved redevelopment agreement, or one percent of the gross bond proceeds issued by the Authority in connection with the project. Funding for CEO will be made by the developer of a project, proceeds from an Authority-issued bond, or a combination thereof. This CEO Policy supersedes the Enhanced Training Opportunities Policy that was previously adopted by the Authority and shall govern the use of funds generated under the Enhanced Training Opportunities Policy.

CEO funds are intended to increase the availability of, access to, or quality of construction training opportunities in Denver. CEO funds are not intended to fund training that employers are required to provide. The required CEO funding is an eligible tax increment expenditure. Deployment of the CEO funds will be directed by the Authority to training providers through a competitive process.

Goals & Outcomes

The goal of the Authority’s CEO Policy is to improve access to training within the construction trades and increase individuals’ opportunity for advancement within Denver’s construction industry.

The CEO Policy is intended to primarily benefit the Denver construction industry. However, recognizing that construction firms and workers are not restricted to the Denver geographic area, individuals and construction firms benefitting from CEO programs may operate outside of the City and County of Denver. Where possible, CEO funds will serve to enhance outcomes under the Authority’s Small Business Enterprise (“SBE”) and First Source Hiring Program Policies.

The goals and outcomes of the CEO Policy have been focused into three categories: (1) building individuals new to construction, (2) building individuals employed in construction, and (3) building construction-related businesses. Goals for building individuals new to construction focus on recruiting and employing construction workers entering the industry. Building individuals employed in construction focuses on building the skills and knowledge of employees working in construction to increase earning potential and/or mobility within the construction industry. Building construction-related businesses goals focus on growing smaller firms in size and/or skill set through business and technical training.

Desired program outcomes may include, but are not limited to:

Building Individuals New to Construction

- Train unemployed or underemployed individuals in the construction trades.
- Identify and understand career paths for employees within the construction industry, allowing for greater worker retention.
- Improve access to and recruitment of workers, including underrepresented populations interested in entering the construction industry.

Building Individuals Employed in Construction

- Improve access to training for existing construction workers.
- Continue to identify career opportunities for individual success in desired career paths.
- Improve the skills and knowledge of existing workers within the construction industry with a focus on training that enhances a worker's earning potential and mobility

Building Construction-Related Businesses

- Improve the ability for small businesses to participate in a competitive bidding process with governmental or quasi-governmental entities.
- Improve the ability for small businesses to compete for projects that require specialized skills.
- Improve the professional capacity of Denver-based small or emerging business enterprises as defined in the Authority's Guidelines for Utilization of Small Business Enterprises in Urban Redevelopment Projects (the "SBE Policy").

CEO Funds Deployment Process

The Authority intends to issue periodic notices of funding availability ("NOFA") to attract proposals to address policy goals and outcomes. Stakeholder meetings may be held in advance of any NOFA to help direct the Authority's funding where it will be most impactful. Additionally, at the Authority's discretion, the Authority may develop internal programs to meet construction industry needs.

Funding Award Guidelines

Funding for training programs may be awarded to providers with programs that have the greatest impact on the Denver construction industry and meet some or all of the following outcomes:

1. Attracts and trains people new to the Denver construction industry.
2. Provides training opportunities to improve the skills and career path of existing construction workers for the benefit of the Denver construction industry.
3. Assists small construction businesses working in Denver to grow in size and/or skill set.
4. Has meaningful and measurable outcomes for both short and long term impacts.
5. Provides detailed, timely, and comprehensive reporting for the Authority to report progress to the Board of Commissioners.
6. Proposes multi-year funding awards contingent on defined deliverables or performance based funding triggers.
7. Further leverages CEO funding from federal, state, local or other funding sources.
8. Serves to enhance outcomes under the Authority's SBE and First Source Hiring Program Policies.
9. Increases construction industry capacity.
10. Partners with other agencies to combine services and resources.
11. Leverages other programs to receive special pricing for goods or services to be provided in connection with funded program.
12. Effectively and efficiently utilizes program funding to serve the greatest number of construction-industry workers, while minimizing the administrative costs of the program.



DURA FIRST SOURCE HIRING AND OUTREACH PROGRAM FOR LOW INCOME DENVER RESIDENTS FOR URBAN RENEWAL PROJECTS

BACKGROUND

I. Purpose of the First Source Program In connection with DURA's primary goal of undertaking urban renewal projects to revitalize the City and foster sound growth and development, DURA has developed a program, in cooperation with the appropriate agencies of the City and County of Denver or other governmental agencies chosen by DURA, that is intended to provide preferential opportunities for employment and training of low-income Denver residents and require developers with Redevelopment Agreements approved by DURA to participate in the First Source program.

II. Development and Implementation of the First Source Program; Division of Responsibility.

(a) DURA will require developers to participate in the First Source Program as a condition to receiving tax increment financing or similar assistance from DURA for urban renewal projects.

(b) Developers will require their tenants to participate by including a requirement in their tenant's leases or other documents. The term of the developer commitment will be the lesser of the (10) years or the term of repayment of DURA's financial assistance for the project commencing upon execution of the Redevelopment Agreement. This obligation will be set forth in the Redevelopment Agreement between DURA and the developer. Developers are encouraged to participate in the program beyond the 10 year repayment term. If the developer chooses to participate beyond the 10 year term, DURA and the First Source Program will continue to provide hiring services.

(c) DURA's Administrative Services Director will be responsible for coordination of First Source Program activities with the developer and the First Source Program Coordinator. DURA may choose partner agencies, such as Denver Housing Authority (DHA), to act as the First Source Program Coordinator to engage in activities which include job seeker outreach, employment coordination and other services such as training which compliment the First Source Program. The Developer's Job Placement Coordinator, a staff member of the developer, will be responsible for implementing the First Source Program and reporting on the Developer's efforts.

(d) The Developer will agree to include in any land sales contracts requirements that purchasers of the property will need to include a provision requiring participation in the First Source Program by any future commercial owners, tenants and managers that occupy the purchased property. The landowner must utilize the First Source Program on a continuous basis for so long as the First Source Program applies.

- i. The developer must provide evidence of the requirement at DURA's request.

The specific steps of the First Source Program are discussed below.

FIRST SOURCE PROGRAM
FOR LOW INCOME DENVER RESIDENTS

A. Pre-Hiring Training Outreach

1. The First Source Program applies to both the construction period and post construction period long-term jobs.
 - i. For the construction period jobs, the Developer's Job Placement Coordinator and the First Source Program Coordinator (will meet as early as feasible, but prior to the pre-bidding process for construction contracts, to determine employee skill needs and number of employees needed by the Developer and its construction contractors for the project.
 - ii. For the post construction long-term jobs, the Developer's Job Placement Coordinator and the First Source Program Coordinator will meet, in concert with employers in the project, as early as possible but no later than the middle of the construction period, to determine employee skill needs and number of employees needed by the employers in the Project.
 - iii. Upon execution of newly signed leases, the Developer's Job Placement Coordinator will be responsible for reporting regularly to the First Source Program Coordinator of tenant changes and will educate new tenants on the First Source Program participation requirements.
2. The First Source Program Coordinator shall contact eligible Community Based Organizations (CBOs) to notify them of job opportunities. Eligible CBOs are understood to be organizations interested in participating in the First Source Program and organizations with the capacity to perform employment outreach notification, as determined by the First Source Program Coordinator. The First Source Program Coordinator may co-sponsor with CBOs workshop(s) to explain the types of development projects, the list of employers, and the anticipated job position requirements. At future meeting(s), information will be supplied about the nature of employment (full or part-time), the employee benefits offered, the employer's promotion policy, the possibility of advancement, the employee's expected hours, and other employer policies.
3. The Developer's Job Placement Coordinator and First Source Program Coordinator work together to determine general training needs for specific project employers. Interested job applicants are directed to the First Source Program Coordinator or other appropriate existing community training programs relevant to employment training for the project. The First Source Program Coordinator, in consultation with the Developer's Job Placement Coordinator, will determine the need for additional pre-hiring training, such as job application preparation, interview preparation,

general work or construction readiness, and arrange referrals for interested applicants. Depending upon the employment needs determined by the Developer's Job Placement Coordinator, the First Source Program Coordinator is available to provide job fairs at no cost to the project employer or Developer.

B. Interview Outreach and Preferential Hiring Period

1. Developer's Job Placement Coordinator provides employer job listings to First Source Program Coordinator within a time frame which allows for an interview at least five (5) calendar days in advance of interviewing for an applicable position for low-income Denver residents. The First Source Program Coordinator will notify CBO's, by a method mutually agreeable to the CBO's and the First Source Program Coordinator, such as by email, facsimile or community meeting, of job listings and the proposed interview schedule.
2. Within the original five days, as referenced above, applications are provided by the First Source Program Coordinator to the employers or the Developer for interview when the employer is ready to hire.
3. The employer interviews only people referred by the First Source Program Coordinator who meet the employment qualifications as proposed by the employer for positions covered by the First Source Program first, for a period of five (5) calendar days preceding the employer's opening general interview date. The First Source Program Coordinator consults with the Developer and employer(s) to determine which staff positions or staffing situations, by their nature to the daily operation of the employer's business, will be considered exempt from inclusion in the First Source Program.
4. Employers may exempt management employees, licensed professionals, and those hired on a temporary or emergency basis. The First Source Program will consider management hires filled by an employer's current employee, on a transfer basis or as a promotion in manager development process, as positions which may be excluded from the First Source Program, at the sole discretion of the Employer.
5. At the expiration of the five (5) day period the employer will be free to follow its standard recruitment and selection procedures to fill vacant positions, so long as the same full and fair consideration is given to applicants referred by the First Source Program Coordinator. As employment vacancies continue to occur, the employer will continue to contact the First Source Program Coordinator as a first step in filling the vacancy. The First Source Program Coordinator will allow the employer some flexibility in the five-day preference period when the number of vacancies is small, after start-up, so long as the same full and fair consideration is given to applicant(s) referred by the First Source Program

Coordinator first. The employer retains, at all time, full choice of whom to hire and, except as otherwise applicable, such employees will be employed at the will of the employers.

6. To the extent that the Developer determines in good faith, that the First Source Program creates an unworkable burden upon the employers hiring process, DURA will work with the Developer's Job Placement Coordinator to help them meet the objectives of the First Source Program.

C. Reporting and Monitoring

The First Source Program Coordinator will develop monthly reports relating to the First Source Program. The Developer's Job Placement Coordinator and the Developer will cooperate with the First Source Program Coordinator to accumulate performance data. These reports are intended to allow the First Source Program Coordinator to monitor and evaluate First Source Program performance, as well as Developer and tenant performance. The Developer's First Source Program's performance will be measured, after the first year, by the percentage of Denver residents employed, and the percentage of First Source Program job placements made to the respective project.

The Developer's Job Placement Coordinator and the Developer will be responsible for maintaining data and developing a tracking mechanism in order to respond to requests for reporting made by DURA. DURA's staff and board of commissioners will periodically evaluate the performance of the First Source Program and recommend appropriate future modifications. DURA will also solicit suggestions from the Developer and employers for additional input into the review and evaluation process.

D. Non Compliance

Non Compliance with the terms of the First Source Program policy shall be enforced through provisions of the Redevelopment Agreement.

Exhibit 5
City Project Information Packet

Per section 3.3(a) of the Project Funding Agreement for Globeville Improvements, the City will submit to DURA the information required in the City Project Information Packet and any other information DURA deems to be necessary to review and approve the proposed Project.

Information included within the City Project Information Packet shall include at a minimum:

- Detailed description of Project
- Project Development Team:
 - The responsibilities, names, addresses, telephone and fax numbers of the Project lead and key team members
 - The member(s) of the team who will be making decisions and with whom the Authority will negotiate. It is desirable to have a single contact point and this person should be identified.
 - Identification of consultants and/or other parties who will be involved in the Project
 - Description of the role the City will play and the County's role if any.
- Detailed budget broken out between hard and soft costs and eligible and non-eligible costs. This information will be used to complete Schedule A which will be an exhibit to the Expenditure Certification.
- Proposed schedule, including critical dates, construction timeline, and anticipation of drawdown of funds.
- Is the Project a continuation of a previously funded Project or implementation of a previously funded study?
- If the Project is one phase of a larger Project a detailed description of how this phase fits into the larger Project both in terms of function and budget.
- Renderings or other illustrated documents showing the proposed Project at completion.

Exhibit 6

City Project Original Scope

54th Avenue Improvements:

General Description: Design and reconstruction of 54th Avenue between Washington and Franklin, including intersection improvements at 54th and Washington

Original Scope: Roadway reconstruction and intersection safety, capacity and operational improvements, including drainage improvements, curb, gutter, and sidewalk. In addition, due to the close proximity of the improvements, a traffic study will be performed for the 55th Avenue intersection.

Wayfinding:

General Description: Wayfinding signage to promote industrial, commercial and retail uses and historic interpretive signage, all along Washington Street corridor including within the urban redevelopment plan area.

Original Scope: Design and installation of wayfinding and placemaking signage to denote important landmarks and historical places in both Adams County and Denver, and highlight connections to the South Platte River Trail, the N Line Transit Station and other nearby amenities such as Heron Pond/Heller/Carpio-Sanguinette Park.

51st Avenue Multi-modal Improvements

General Description: Multimodal connection from 51st Avenue bridge over the South Platte the Washington and 51st Avenue intersection.

Original Scope: Construction of a new mobility improvements, which may include a wide multi-use path, sidewalks and/or bike lanes, from the National Western Center bridge landings to Washington Street along 51st Avenue.

51st Avenue & Washington Intersection Right of Way

General Description: Acquisition of necessary right-of-way to realign the intersection of Washington and 51st Avenue.

Original Scope: The intersection at 51st Avenue and Washington will be realigned and a new traffic signal will be installed to meet new standards to enhance safety and operations. This project will include the acquisition of right-of-way to achieve the scope of the project.