

REVOCABLE LICENSE AGREEMENT

THIS LICENSE (“License”) is granted by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”) to EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT, a nonprofit corporation of the State of Colorado, whose address is 6201 South Gun Club Road, Aurora, Colorado 80016 (“Licensee”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, the receipt and adequacy of which are hereby acknowledged, the Licensee and City agree as follows:

1. **Grant, Term, and Scope of Work.** The City grants solely to the Licensee, for a term commencing on October 1, 2017 until September 30, 2020, subject to the conditions and terms in this License, a non-exclusive revocable license for the Allowable Use more specifically described in **Exhibit A**, attached and incorporated by this reference (the “**Allowable Use**”). The land to which this License applies is that area of land described and set forth in **Exhibit B**, attached and incorporated by this reference (the “**Premises**”).
2. **Revocation and Retained Rights of City.** The City retains the absolute right to revoke the License at any time for any reason. Revocation shall be in writing signed by the Executive Director of Environmental Health (the “**Executive Director**”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.
3. **Use of Premises.** As a condition of the License, Licensee shall use the Premises as follows:
 - a. **Use.** The Premises shall only be used for the Allowable Use.
 - b. **Other Permits.** Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits for the use of the Premises. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use.
 - c. **Damage or Injury.** The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee’s use of the Premises under the terms of this License.
4. **Termination.** In the event this License is canceled, terminated, or revoked by either party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent required by the Executive Director. The provisions of Section 7 shall apply to any damage to the Premises.
5. **Compensation and Payment.** Licensee shall pay and City shall accept as the sole compensation for permitting the Licensee’s Allowable Use on the Premises the amount of **TEN DOLLARS AND ZERO CENTS (\$10.00)**.

6. **No Cost to City.** The exercise of the privileges granted by this License shall be without cost or expense to the City.

7. **Maintenance.** The Licensee shall be responsible for maintaining the Premises during the term of this License in the same condition that existed as of the date of this License.

8. **Damage to City Property.** Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

9. **Compliance with Environmental Requirements.** Licensee shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

10. **Insurance.**

a. **General Conditions.** Licensee 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 License. Licensee shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating

Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.

Additionally, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the

Licensee. Licensee 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 Licensee. The Licensee 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. Licensee shall provide a copy of this License to its insurance agent or broker. Licensee may not commence services or work relating to the License prior to placement of coverage. Licensee certifies that the certificate of insurance attached as **Exhibit C**, complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this License shall not act as a waiver of Licensee's breach of this License or of any of the City's rights or remedies under this License. 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, Auto Liability and Excess Liability/Umbrella, Licensee and sublicensee's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation. For all coverages, Licensee's insurer shall waive subrogation rights against the City.

e. Workers' Compensation/Employer's Liability Insurance. Licensee 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. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this License, that none of the Licensee'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 License, and that any such rejections previously effected, have been revoked as of the date Licensee executes this License.

f. Commercial General Liability. Licensee 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.

g. Business Automobile Liability. Licensee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used pursuant to this Agreement.

h. Additional Provisions.

(a) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability on the policy;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage. 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
- (c) Licensee 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, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. **Liability of the Parties.** The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The provision of services under this Agreement is for the benefit of both Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

12. **Notices.** All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

License: District Manager
 East Cherry Creek Valley Water & Sanitation District
 6201 S. Gun Club Rd.
 Aurora, CO 80016

City: Mayor
 City and County of Denver
 1437 Bannock Street, Room 350
 Denver, Colorado 80202

Executive Director of Department of Environmental Health
 City and County of Denver
 200 W. 14th Avenue
 Denver, Colorado 80204

Denver City Attorney
 201 W. Colfax Avenue, Dept. 1207
 Denver, Colorado 80202

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

13. **Compliance with Laws.** All persons or entities utilizing the Premises pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

14. **Severability.** The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

15. **Applicable Law/Venue.** Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

16. **Nondiscrimination.** In connection with the performance of Work under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender age, military status, sexual orientation, marital status, or physical or mental disability, and further agrees to insert this provision in all subcontracts hereunder.

17. **Entire License.** This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this Agreement in writing.

18. **Amendments.** No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

19. **Authority.** Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

20. **Appropriation.** All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.

21. **Conflict of Interest by City Officers.** Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

22. **No Personal Liability.** No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

23. **Electronic Signatures and Electronic Records.** Licensee consents to the use of electronic signatures by the City. The 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.

Exhibit A – Allowable Use

Exhibit B – Description of the Premises

Exhibit C – Certificate of Insurance

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: ENVHL-201737242-00

Contractor Name: EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT WATER ACTIVITY
ENTERPRISE, INC. +

By:  _____

Name: E. Peter Elzi, Jr
(please print)

Title: Treasurer
(please print)

ATTEST: [if required]

By:  _____

Name: ALLAN H. TENENBAUM
(please print)

Title: ASST. SECRETARY
(please print)



Exhibit A – Allowable Use

ECCV may place a pole-mounted solar panel, which is approximately 10 feet tall and 3 feet by 5 feet wide, on the City-owned DADS property to supply solar-powered energy to the ECCV offsite rectifier located approximately 125 north of the solar panel. This panel will be used only to supply power to provide impressed current cathodic protection to the ECCV water line located approximately 25 feet north of the DADS property boundary. An underground cable will run from the solar panel to the rectifier, approximately 18" deep.

AUGUST 2, 2017

NOTE:
ALL LOCATIONS AND
DISTANCES ARE ESTIMATED

ZONE	REV	DESCRIPTION	DATE	APPROVED

D

D

C

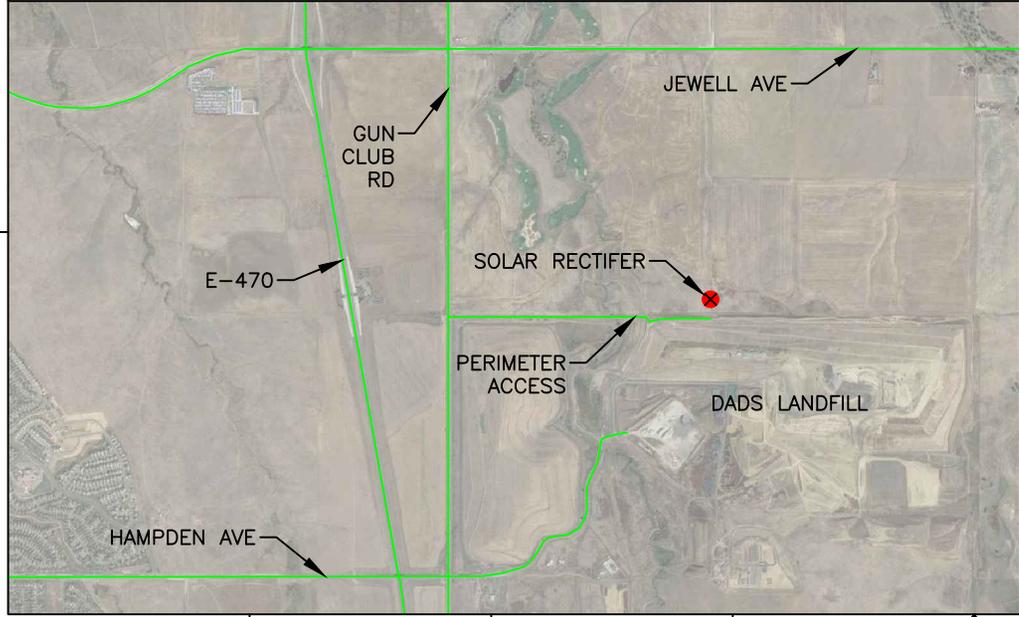
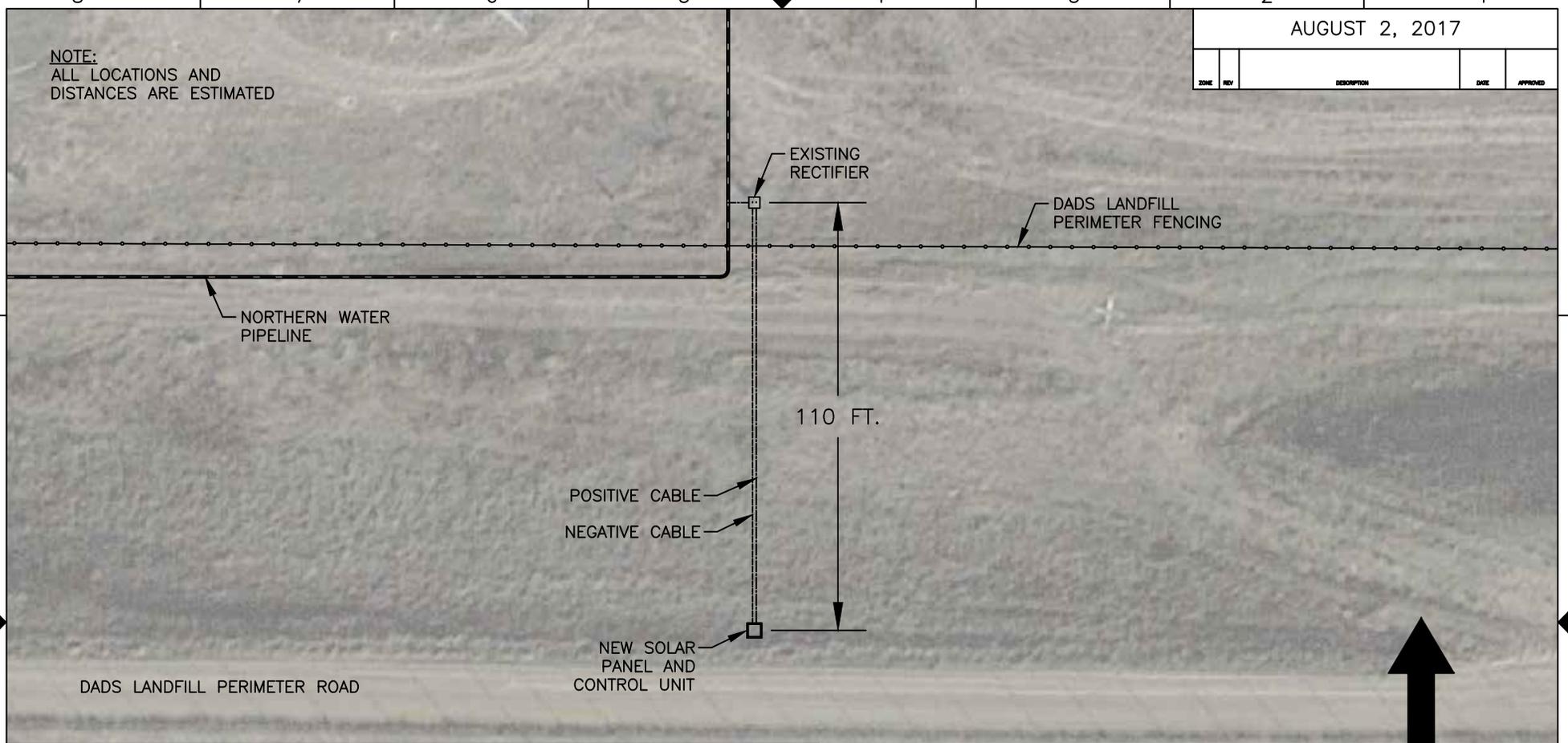
C

B

B

A

A



110 FT.

EXISTING RECTIFIER LAT/LONG:
39.667551°N, 104.697502°W

NEW SOLAR PANEL UNIT LAT/LONG:
39.667249°N, 104.697520°W

QUALCORR
ENGINEERING
DENVER, CO

SOLAR CP UNIT			
DADS LANDFILL AURORA, CO			
SIZE	FORM NO.	DWG NO.	REV
		1	0
SCALE: NTS		SHEET 1 OF 1	

