

INTERGOVERNMENTAL AGREEMENT
BETWEEN
SCHOOL DISTRICT NUMBER 6, ARAPAHOE COUNTY, COLORADO,
D/B/A LITTLETON PUBLIC SCHOOLS
AND
THE CITY OF LITTLETON
REGARDING
PLAYGROUND IMPROVEMENTS AND JOINT USE OF PLAYGROUND
FACILITIES AT CENTENNIAL SCHOOL OF FINE ARTS

This Intergovernmental Agreement ("IGA") is made and entered into this 7th day of October, 2014, by and between SCHOOL DISTRICT NUMBER SIX, ARAPAHOE COUNTY, COLORADO, d/b/a LITTLETON PUBLIC SCHOOLS, hereinafter referred to as "School District" and THE CITY OF LITTLETON, hereinafter referred to as "City."

WITNESSETH

WHEREAS, the School District is the owner of the following property within the County of Arapahoe and the State of Colorado specifically known as, and located as follows: Centennial School of Fine Arts 3306 W. Berry Avenue, Littleton, Colorado 80123; and

WHEREAS, School District has agreed to design the playground improvements, bid and administer the construction contract and maintain the playground and playground improvements during the term of this IGA; and

WHEREAS, the School District and the City have a mutual desire to maximize the efficient use of the playground and proposed playground improvements to further recreation and athletic opportunities available to serve their shared constituencies at Centennial School of Fine Arts.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree to as follows:

1. **Funds:** The City shall provide \$50,000 to the School District.
2. **Term:** School District and the City hereby agree to their mutual joint use of the playground and playground improvements for a period of twenty (20) years, commencing on June 1, 2015.
3. **Use of Playground:** The general public shall have unrestricted access to and use of the playgrounds and playground improvements commencing from 4 p.m. to 10 p.m., Monday through Friday, during the school year, and full day access on all holidays, weekends, and traditional breaks in the school calendar. However, the School District and/or Centennial School of Fine Arts shall retain preemptive use of the playground at any time for special school events.
4. **Maintenance:** The School District shall maintain, at its sole expense, the playground and playground improvements during the term of this IGA. All maintenance activities must meet the standards suitable for playground facilities. The School District shall perform all annual playground inspections.

5. **Property Damage:** It is agreed that the School District will incur all costs of all property damage and loss to the playground or playground improvements resulting from the use of the playground. Normal wear and tear is expected. Any damage to equipment will be assessed immediately.

6. **Indemnification and Insurance:** School District shall maintain adequate hazard and liability insurance coverage for all claims, including any claim that arises during the times the general public has access to the playground.

At all times, the School District shall be deemed to be in control and responsible for the playground.

7. **Amendment:** No amendment or modification of this IGA shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this IGA.

8. **Integration:** This is a completely integrated IGA and contains the entire agreement between the parties, and any written or oral agreements which are different from the terms, conditions, and provisions of this IGA shall be of no effect and shall not be binding upon either party.

9. **Cooperative Efforts:** It is understood and agreed between the School District and the City that the terms, conditions, and provisions of this IGA shall be liberally construed in order to promote a harmonious relationship concerning the School District's use of the playground and the general public's use of the playground. However, in the event that there is an irreconcilable dispute between the parties with regard to an interpretation of the terms, conditions, and provisions of this IGA, the matter shall be referred to the City Manager of Littleton and the Superintendent of Littleton Public Schools, or their designees, for resolution.

10. **Multi-Fiscal Year Obligation:** Nothing herein contained is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Each party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

11. **Notice:** All notices required hereunder shall be given to:

Littleton Public School District #6
Superintendent of Schools
5776 S. Crocker Street
Littleton, Colorado 80120

City of Littleton
Attn: City Manager
2255 W. Berry Avenue
Littleton, Colorado 80120

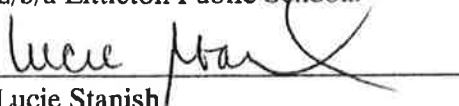
All notices so given in writing shall be effective upon receipt when hand delivered or upon mailing if notice is given by first class mail.

12. **Governing Law:** This IGA is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed by their duly constituted officer, the day and year first above written.

ARAPAHOE COUNTY SCHOOL DISTRICT
NO. 6 d/b/a Littleton Public Schools

By:


Lucie Stanish
President

Attest: Mary Nichols
Mary Nichols
Secretary to the Board

THE CITY OF LITTLETON

DocuSigned by:
By: Phil Cernanec
Phil Cernanec, Mayor

DocuSigned by:
Attest: Wendy Heffner
7FEE432A8267A19
Wendy Heffner, City Clerk

Approved as to Form:

DocuSigned by:
Kenneth S. Fellman
20C37B3C22E849
Kenneth S. Fellman, City Attorney

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(09/16/14)