

## **COOPERATION AGREEMENT**

THIS COOPERATION AGREEMENT ("Agreement") is made this 1st day of November, 2015 (the "Effective Date"), between the LITTLETON RIVERFRONT AUTHORITY D/B/A LITTLETON INVESTS FOR TOMORROW, an independent Colorado body corporate and politic ("Authority" or "LIFT"), and the CITY OF LITTLETON, COLORADO, a municipal corporation of the State of Colorado ("City").

WHEREAS, the Authority is in need of certain services that benefit the day-to-day administrative functioning of the Authority, and which are specifically contemplated by C.R.S. § 31-25-105(1)(l); and

WHEREAS, the City desires to provide such services to the Authority at no cost unless otherwise indicated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the Authority and the City agree as follows:

### **I. SERVICES PROVIDED BY THE CITY TO THE AUTHORITY**

- a) The City shall provide the Authority a secure location for storage of Authority records, provided however, no such storage shall make the City the custodian of Authority records under the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S. ("CORA"). Such storage location shall be determined by the City, in its reasonable discretion, and the City agrees to provide access during regular business hours to Authority representatives.
- b) The City shall provide the Authority access to the City's printing shop for services and supplies. The Authority shall be charged at a rate applicable to City departments. The City shall provide a monthly bill to the Authority for these costs, and the Authority shall reimburse the City for these costs.
- c) The City shall, from time to time and at the request of the Authority, provide the Authority with meeting space in which to conduct meetings and events.
- d) The City shall provide the Authority with space on its bulletin boards and website to publicize its meetings, events, contact and other information.
- e) The City shall provide a mailbox at Littleton Center in order to facilitate communication between the parties.
- f) The City shall provide administrative, public communications and accounting services as per Exhibit A, Scope of Services

## II. AUTHORITY OBLIGATIONS

- a) The Authority agrees to reimburse the City monthly for the printing services and supplies, as detailed in Section I(b), above.
- b) The Authority shall be responsible for responding to all records requests received by it pursuant to CORA, or otherwise. The City in coordination with the Authority may provide access to the records stored at the City to any member of the public in accordance with the provisions of CORA. All obligations of the Authority under CORA shall remain the responsibility of the Authority.
- c) The Authority agrees to provide the City with periodic updates regarding the activities of the Authority, including presentations to City Council or staff, as requested by the City.

## III. AUTHORITY AND CITY RELATIONSHIP

The Authority and the City agree that they are separate and independent entities and that the acts and omissions of one shall not be considered the acts and omissions of the other.

## IV. MISCELLANEOUS

- a) This Agreement supersedes and replaces the Cooperation Agreement dated July 15, 2014 between the parties, and shall be for a term of two years from the Effective Date. This Agreement shall be renewed upon written agreement of the parties prior to the end of the then current term.
- b) This Agreement shall be binding on the parties, their agents, subcontractors, successors, or assigns.
- c) Authorized Representatives. To the extent that an action is required to be taken by any party to this Agreement, such action may, subject to the last sentence of this Section, be taken by the following representatives: for the City, the City Manager, or such other person appointed by the foregoing in writing and furnished to the other parties to this Agreement; for the Authority, the Chairman, or such other person appointed by the foregoing in writing and furnished to the other parties to this Agreement.
- d) Notice. Any required notice shall be given as follows:

If to the City:	City of Littleton Office of the City Manager 2255 W. Berry Avenue Littleton, CO 80120
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With a copy to: City of Littleton  
City Attorney  
2255 W. Berry Avenue  
Littleton, Colorado 80120

If to the Authority: Littleton Invests for Tomorrow  
Attn: Executive Director  
2255 W. Berry Avenue  
Littleton, Colorado 80120

With copy to: Corey Y. Hoffmann, Attorney at Law  
Hoffmann, Parker, Wilson & Carberry, P.C.  
1530 Sixteenth Street, Suite 200  
Denver, Colorado 80202

Telephone: (303) 825-6444

- e) Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without affecting the validity, enforceability, or legality of such provisions in any other jurisdiction. No party to this Agreement shall be liable to the other parties with respect to any such provision finally adjudicated in accordance with applicable law to be prohibited, unenforceable, or not authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LITTLETON, COLORADO

ATTEST:

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Wendy Heffner  
CITY CLERK

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Phil Cernanec  
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

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Kristin Schledorn  
CITY ATTORNEY

LITTLETON INVESTS FOR  
TOMORROW

ATTEST:

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TREASURER

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Justin Hay  
CHAIRMAN

APPROVED AS TO FORM:

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Corey Y. Hoffman  
GENERAL COUNSEL

# **EXHIBIT A**

## **Scope of Services**

### **Administrative Services**

1. Collect and distribute mail from LIFT mailbox located in City Center to Executive Director and/or LIFT Board Chairman, as appropriate, on a weekly basis.
2. Provide public information and answer inquiries, as appropriate, from telephone, email or written requests for general information. Refer technical or detailed requests to the Executive Director.
3. Prepare monthly LIFT Board Meeting agenda in coordination with the Executive Director at least five (5) days before the meeting.
4. Schedule meeting room, video recording and provide public notice of monthly LIFT Board meetings (bulletin board and website).
5. Assemble and distribute monthly LIFT Board meeting agenda and attachments as provided by Executive Director, LIFT Board Chairman, and LIFT General Counsel and City Finance Staff to include email distribution of agenda to the LIFT Board and posting on the website a minimum of three (3) days prior to the meeting and providing bound hard copies for the LIFT Board at the meeting location.

### **Accounting Services**

1. Maintain the following accounting records for each fund of the Authority
  - a. Cash receipt and disbursement journals
  - b. General ledger
  - c. Accounts receivable journals and ledgers
  - d. Deposits with banks and financial institutions
  - e. Bank accounts reconciliation
  - f. Investment records
  - g. Development fee records
2. Prepare and file federal quarterly and year-end tax reports as necessary. Such reports/filings will be limited to the 941, W-2, W-3, 1099 and 1096.
3. Prepare financial statements and applicable supplemental schedules – monthly or quarterly or as requested by the Authority's Board of Commissioners.

4. Prepare schedule of cash position to manage the Authority's cash deposits, funding for checks and investment programs in accordance with policies established by the Board of Commissioners.
5. Assist with the annual budget preparation and filing. Assist the Board of Commissioners in monitoring actual expenditures against appropriation/budget.
6. Prepare audit schedules and draft annual financial statements with footnotes for use by the Authority's auditors or if appropriate prepare and file an Application for Exemption from Audit
7. Attend Board meetings as required to review financial statements and check book register.

### **Public Relations and Communications**

1. Monitor public correspondence as necessary.
2. Serve as webmaster and provide content.
3. Provide news releases and communicate with the news media on behalf of LIFT, as necessary.
4. Develop communication material such as public meeting mailings and notices, newspaper releases/legal notices, collateral materials and brochures as requested by Authority.
5. Provide written update on public communication activity prior to Board meetings
6. Monitor and report on local and state legislative activity concerning urban renewal through link on website.