

FIRST AMENDMENT TO SOUTH PLATTE PARK AGREEMENT

This First Amendment to South Platte Park Agreement ("Amendment") is made and entered into this ____ day of _____, 2016, by and between the City of Littleton, a municipal corporation ("City") and South Suburban Parks and Recreation District, a quasi-municipal corporation ("District").

W I T N E S S E S T H:

WHEREAS, the parties entered into that certain South Platte Park Agreement, dated April 19, 1983 ("Agreement"), in which the parties agreed to procedures and funding for the District to manage the real property, known as South Platte Park, located generally on both sides of the South Platte River, between Bowles Avenue and C-470 in Arapahoe County, Colorado (the "Park"); and

WHEREAS, the parties desire to update and revise the Agreement to reflect current practices and to establish procedures for future management of the Park.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Section 2 is hereby deleted and replaced with the following:

The following procedure for park and recreation management shall be adhered to:

- (a) The District staff will develop and propose any major projects and submit to the City for critique and input. Should there be elements in a project that are not acceptable to either or both parties, then a joint meeting of the District Board and the City Council shall be held to resolve it.
- (b) Either separately or in joint session, the District Board and the City Council shall mutually accept and approve major projects. District staff will be responsible for implementing approved projects, while funding is shared jointly.
- (c) In the event either party desires to substantially amend the final park Master Plan, the District Board and the City Council will both approve the proposed changes after public input.
- (d) The management plan will be reviewed and approved by both the District Board and the City Council, either separately or in joint session, at least once every ten years.

2. Section 4(b) of the Agreement is hereby deleted in its entirety.

3. Section 4(c) of the Agreement is hereby deleted and replaced with the following:

All equipment, supplies, provisions and furnishings purchased for the Park from the joint budget shall be the joint property of the City and the District. For equipment

such as a ranger truck, which is purchased for use in the Park as well as on other District properties, the purchase contribution and ownership value will be prorated in proportion to how it is used. Any such equipment will be tracked as part of the annual budget process with vehicle description and purchase proration for as long as that equipment is in such service.

4. Section 4(d) of the Agreement is hereby deleted in its entirety.
5. Section 7 is hereby deleted and replaced with the following:

The City and the District shall carry insurance to protect against liability for injury resulting from the operation and maintenance of the Park. The City and the District hereby each agree to maintain insurance in the amounts equal to or in excess of the limitations on judgments established by the Colorado Governmental Immunity Act, as such amounts may be amended from time to time.

6. District agrees that it shall be responsible to maintain, calibrate and monitor the stream gauge located below C-470.

As a requirement of the instream water rights jointly held by the City and the District, a stream flow gauge must be maintained at Chute 10 near C-470. The state water commissioner requires remote access to the real-time readout any time a call is placed and the gauge must meet the state's expectation for accuracy as defined by the commissioner. Management of this gauge will hereby fall under the overall park management responsibilities of the Park such that District staff will be responsible to coordinate maintenance, calibration, and upkeep of the equipment and management of any contracts for repairs, calibration, or replacement. The fiscal responsibility for these duties will be incorporated into the Park budget and shared equally by both agencies.

Maintenance means periodic visual inspection of the physical staff gauge compared to the digital data, keeping the gauge clear of river debris, periodic replacement of dessicant containers as required by the chemical indicators, ensuring power and data connectivity, and other periodic maintenance as recommended in the equipment manuals. Repairs may be needed on instream equipment if damaged by high flows, tampering, or natural wear and tear; and to electronic equipment based on circuit-board failures, power surges, or other issues. Calibration should be done on a monthly basis at the unit to ensure the water height on the gauge visually matches the computer ratings curve, and annually to physically confirm the device measurement and stream profile have not changed to sufficiently impact the ratings curve. Replacement duties would be to research and propose replacement equipment should the system become unrepairable, with the overall cost to be shared by the agencies equally. An in-depth review of the ratings curve may be required every few years or when equipment is replaced, in accordance with the expectations of the water

commissioner. Currently the City hosts the gauge data on the city website and would continue to maintain that component unless City and District staff agree otherwise.

7. This Amendment shall be fully binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.
8. Except as modified by this Amendment, the Agreement is in full force and effect and has not been amended.

IN WITNESS WHEREOF, the parties have signed this Amendment on the day and year first written above.

ATTEST

CITY OF LITTLETON

Wendy Heffner, City Clerk

Bruce O. Beckman, Mayor

APPROVED AS TO FORM

ATTEST

SOUTH SUBURBAN PARK &
RECREATION DISTRICT

John Ostermiller, Chair

APPROVED AS TO FORM
