

SOUTH PLATTE PARK AGREEMENT

This agreement, made and entered into this 19th day of April, 1983, by and between THE CITY OF LITTLETON, a municipal corporation, herein-after called the "City", first party, and SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT, a quasi-municipal corporation, hereinafter called the "District", second party.

W I T N E S S E T H :

WHEREAS, the City owns the real property known as South Platte Park, which property is located generally on both sides of the South Platte River between Bowles Avenue and Interstate 470 in Arapahoe County, Colorado, hereinafter called the "Park", which property is devoted exclusively to flood control, park, recreation and open space purposes, and

WHEREAS, both parties desire that the District manage the subject property for the City,

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

1. The City does hereby appoint the District as the managing authority of the Park for the purpose of providing maintenance and operations, including the construction of buildings and other improvements thereon as may from time to time be agreed upon between the parties. The District shall further have the responsibility and the right to maintain said property on a regular basis.

2. The following procedure for park and recreational planning, design, and development of the Park shall be adhered to:

- (a) The District staff shall design the preliminary plan.
- (b) The District shall submit preliminary plans to the City for critique and input.
- (c) The preliminary plan shall then be redesigned by the District for mutual acceptance by the District and the City. Should there be elements in the plan that are not acceptable to either or both parties, then a joint meeting of the Board and Council shall be held to determine the content of the preliminary park plan.

(d) Either separately or in joint session, the District Board and the City Council shall mutually accept and approve the final, preliminary park plan; and

(e) Conduct a joint public hearing at which time citizens shall be given the opportunity to review the plan and provide input.

(f) The District shall then design the final plan and it shall be formally adopted by the District Board and the City Council.

(g) The District shall develop the proposed park and/or its facilities in concert with the adopted final park plan.

(h) In the event either party desires to substantially amend the final park plan, the full procedure of this section (§2) shall be followed.

3. The funding of the development and maintenance of the Park shall be as follows:

(a) There will be joint funding of the Park between the District and the City.

(b) Such joint funding will be agreed upon between the District and the City prior to each party's adoption of its respective annual budget. The District will submit to the City an itemized statement of all elements of its proposed Park budget.

(c) The minimum annual contribution of each party for maintenance of the Park shall be \$25,000.

4. The interests of the City and of the District in the real property and in the personal property of the Park shall be as follows:

(a) The title to real property of the Park will be held and owned by the City. The District will be the sole manager of the Park for the purposes so stated herein.

(b) The City has previously purchased equipment to be used solely on the Park. Such equipment is and shall remain the property of the City and is to be used in the Park.

(c) 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.

(d) Equipment purchased out of the Littleton South Platte Park Improvement Fund will be owned solely by the City. Such equipment purchased from Littleton South Platte Park Improvement Fund shall be used only for the Park. The District shall have the responsibility of maintaining and insuring such equipment.

5. This agreement shall continue and remain in force and effect for an indefinite and perpetual period of time. This agreement may, however, be terminated by either party, by giving written notice thereof to the other party at least one (1) year prior to the effective date of such termination. In the event of a termination of this agreement by either party or by order of Court, the disposition of the personal property relating to the Park shall be as follows:

(a) The personal property purchased solely by the District for use on the Park shall be returned in whole to the District. Such personal property shall be removed by the District within three months of the termination of this agreement. All such personal property remaining thereafter shall belong to the City.

(b) The personal property purchased solely by the City for use on the Park shall be retained in whole by the City.

(c) The market value of the personal property purchased from the joint budgets of the City and the District shall be determined by appraisal, based upon such value existing at the effective date of termination. Each party shall select an independent, qualified, and licensed appraiser, and if the two appraisers cannot agree between themselves, they shall select a third appraiser. Each party hereby agrees to be bound by the majority decision of said appraisers, and the cost of such appraisal shall be borne by both parties equally. If a majority decision cannot be reached, then and only then shall the parties have the right to apply to an appropriate court of law for the purpose of obtaining a hearing and ruling on the question of valuation. In the event of court proceedings, each party shall be responsible for its own costs incurred.

The City and the District shall, by joint agreement, determine which party, if either, will purchase, at the termination of this agreement, the personal property of the joint budget. If one party

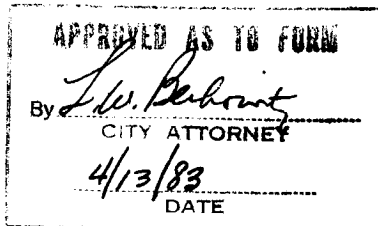
agrees to purchase the property the market value shall be the purchase price. If both parties or neither party desire the purchase of the said personal property, the said personal property shall be sold on the market to the highest bidder with the proceeds being divided equally between the City and the District.

6. District personnel whose employment is used in relation to the Park shall remain employees of the District. City personnel whose employment is used in relation to the Park shall remain employees of the City.

7. The City and the District each 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 provide insurance in the amount of \$150,000 per person and \$400,000 per occurrence for personal injury, and \$100,000 for injury to property.

8. This agreement shall be fully binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.



THE CITY OF LITTLETON,
a municipal corporation,
First Party

By *James J. Collins*
President of City Council

ATTEST:

Janet W. Breslin
City Clerk

SOUTH SUBURBAN METROPOLITAN
RECREATION AND PARK DISTRICT,
a quasi-municipal corporation,
Second Party

ATTEST:

Eric C. Hegglund
Secretary

By *[Signature]*
President