

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND RECREATIONAL
USE OF THE HIGH LINE CANAL

THIS AGREEMENT is made and entered into as of the date of execution set forth on the signature pages below by **BOARD OF COUNTY COMMISSIONERS, COUNTY OF ARAPAHOE**, a political subdivision of the State of Colorado, hereinafter referred to as “**Arapahoe**,” and the **CITY AND COUNTY OF DENVER**, acting by and through its **DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as “**City**” (individually or together, “**Party**” or “**Parties**”).

WHEREAS, Arapahoe owns approximately forty-five (45) miles of the High Line Canal including sections of the property within the City and County of Denver; and

WHEREAS, the City’s Department of Parks and Recreation (“**DPR**”) manages, operates, controls, and maintains City-owned park and recreation areas, including DPR’s recreational trail systems; and

WHEREAS, the City, in cooperation with the Board of Water Commissioners of the City and County of Denver (“**Denver Water**”), prior owner of Arapahoe’s approximately forty-five (45) miles of canal, operated and maintained the trail along the High Line Canal within the City boundaries and within unincorporated Arapahoe County for approximately twenty-five (25) years; and

WHEREAS, Arapahoe as the current owner of approximately forty-five (45) miles of canal and the City agree that the trail system along the High Line Canal has been a benefit to each and their respective residents; and

WHEREAS, Arapahoe and the City agree that the City should continue to operate and maintain the High Line Canal trail system in a manner harmonious with the City’s past operation and use of the High Line Canal; and

WHEREAS, the Parties agree that an intergovernmental agreement is necessary to grant the City access to the High Line Canal within the City boundaries and within unincorporated Arapahoe County for maintenance and recreational uses as defined herein.

NOW, THEREFORE, the Parties set forth their understanding as follows:

1. **TRAIL OPERATION & LOCATION**. Arapahoe and the City agree that the City will operate and maintain the trail system, and related amenities, that are not DPR property, within the specific licensed area (defined below), along the length of the High Line Canal beginning at the Arapahoe County – Denver County line at Hampden Avenue, on the west line of Section 31, Township 4 South, Range 7 West of the Sixth Principal Meridian, and traversing the City and County of Denver and portions of Arapahoe County northeasterly to a point 40 feet east of the West line of Section 14, Township 4 South, Range 67 West of the Sixth Principal Meridian at the Arapahoe County – Denver County line at Havana Street, excluding any portion within the Wellshire Golf Course (the “**Licensed Area**”), as described in **Exhibit A**, attached and incorporated.

2. PURPOSE; RECREATIONAL USE; MAINTENANCE. The City shall operate the Licensed Area as a recreational facility including as a multi-use trail. The trail system within the Licensed Area shall be open to the public without charge or fee. The City shall perform certain maintenance and operational activities as described below. Notwithstanding the requirements of certain laws, rules, and regulations as applied to recreational uses, Arapahoe's and the City's uses of the Licensed Area includes construction and maintenance.

3. TERM; LICENSE. This Agreement shall be effective upon execution and shall terminate as set forth in Section 15. Until this Agreement is terminated, the City and its employees, elected officials, representatives, agents, and contractors are hereby licensed access onto, and the use of, the Licensed Area for "Licensed Rights" as described below:

A. Maintenance. The performance of certain maintenance, operations, and recreational activities as further set forth herein and in the Operating Plan attached and incorporated as **Exhibit B**; and

B. Recreation. The administration and enforcement of certain rules and regulations promulgated by the City, by and through DPR, as authorized by the Charter of the City and County of Denver, § 2.4.4(A), and § 39-1 of the Denver Revised Municipal Code.

Unless otherwise stated or required, the City's rights under this Agreement, including access allowed hereunder, are limited to and apply to the Licensed Area only. DPR does not by this Agreement obligate the performance of any other City agency or regulatory or governmental entity.

The City acknowledges and agrees that the exercise of the Licensed Rights shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement. This Agreement does not authorize the City to enter upon, or make any use of, any property owned by Arapahoe other than the Licensed Area and for only those purposes identified as the Licensed Rights. The Licensed Rights are not transferable and are non-exclusive.

4. ARAPAHOE'S RETAINED RIGHTS. Arapahoe retains the right to use, occupy, enjoy, and grant other interests in the Licensed Area so long as such Arapahoe activity does not substantially impair the Licensed Rights as granted herein. Arapahoe hereafter agrees to use reasonable efforts to ensure that its planned uses of the Licensed Area do not interfere with the City's activities within the Licensed Area or rights granted herein. The City and Arapahoe will confer to the extent practicable if it appears to Arapahoe that interference between the City's Licensed Rights and Arapahoe's uses may occur within the Licensed Area.

5. FEES; COSTS. There is no fee for the license provided in this Agreement. Arapahoe acknowledges and agrees that the City is performing mutually beneficial services, services for the benefit of Arapahoe and its property, and services for the benefit of the general public for the upkeep and improvement of the Licensed Area and the High Line Canal generally. Each Party shall be liable for its respective costs and expenses associated with the activities and uses of the Licensed Area. Notwithstanding the foregoing, the City and Arapahoe may in their respective discretion receive and expend for the benefit of the High Line Canal trail funds either they may receive from each other, from the High Line Canal Conservancy, or from other sources.

6. OPERATING PLAN. The use and management of those portions of the trail system subject to this Agreement along the High Line Canal shall be subject to the Operating Plan in **Exhibit B**. Procedures and criteria pertaining to the use and maintenance of the High Line Canal trail will be contained in the Operating Plan. Any improvements made or fixtures installed by DPR shall be done in accordance with the Operating Plan and require the prior approval of Arapahoe. Adequate and prompt notice, as provided in Section 16, shall be provided for any activity by either Party that may interfere with the rights and responsibilities of the other under this Agreement and the Operating Plan.

7. LINES OF AUTHORITY. Arapahoe and its County Commissioners, and any designee or representative, authorizes all actions by Arapahoe under this Agreement. Arapahoe's authorized representative for the purpose of implementing and reviewing this Agreement is the Arapahoe County Open Spaces Director, Margina Pingnot, and for administering, coordinating, and inspecting any activity under this Agreement is the Arapahoe County Open Spaces Operations Manager, Glen Poole.

The DPR Executive Director, or a designee or representative, authorizes all actions by DPR under this Agreement. The DPR Executive Director's authorized representative for the purpose of implementing and reviewing this Agreement and for administering, coordinating, and inspecting any activity under this Agreement is the Deputy Executive Director of DPR.

8. DPR RULES AND REGULATIONS. For the purposes of DPR operating and maintaining the High Line Canal trail as a recreational facility, the Parties acknowledge and agree that DPR shall, in its discretion and subject to its police powers, apply and enforce its rules and regulations, including but not limited to the DPR Park Use Rules and Regulations, adopted as of December 8, 2022 (as revised); the DPR Administrative Citation Rules and Regulations, adopted as of November 18, 2015; the DPR Public Event Rules, Regulation and Policy, adopted as of March 15, 2020 (as revised); and other DPR rules and regulations duly adopted for recreational uses, all of which may be amended or revised from time to time. All such rules and regulations are collectively referred to as the "**DPR Rules and Regulations.**" The DPR Rules and Regulations shall apply as DPR deems appropriate and enforceable. The City will make all reasonable efforts to enforce DPR Rules and Regulation in the same manner and to the same extent as it enforces its rules on DPR's same or similar facilities. This Agreement does not in any way obligate DPR and the City to provide "enhanced" or increased patrols or enforcement of Arapahoe County's property. DPR shall provide Arapahoe County reasonable notice of modifications of DPR Rules and Regulations that may affect the trail under this Agreement, and shall also provide a reasonable opportunity to comment on such modifications. However, DPR may modify or revise the DPR Rules and Regulations in its sole and final determination in accordance with Colorado law, the City Charter, and the Denver Revised Municipal Code. Arapahoe may in its discretion apply Arapahoe rules, regulations and laws as it deems appropriate and enforceable. Arapahoe rules, regulations and laws shall apply and pre-empt any contrary or inconsistent DPR Rules and Regulations.

9. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT. Neither Party to this Agreement shall be required to indemnify or hold harmless the other. Nothing in this Agreement shall be construed as a waiver by either Party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. ("**CGIA**") as

same may be amended from time to time. Specifically, neither Party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. At all times during the term of this Agreement, including any renewals or extensions, each Party shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its respective liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

10. ASSIGNMENT AND SUBCONTRACTING. Neither Party is obligated or liable under this Agreement to any party other than the other Party named herein. Parties understand and agree that neither shall assign or subcontract its own specific rights, benefits, obligations, or duties under this Agreement except upon prior written consent and approval of the other, which consent or approval may be withheld in the absolute discretion of the respective Party. In the event any such assignment or subcontracting occurs, such action shall not be construed to create any contractual relationship between the other Party and such assignee or subcontractor, and the Party assigning or subcontracting shall remain fully responsible to the non-assigning or non-subcontracting Party according to the terms of this Agreement.

Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 10 shall not apply to or effect either Party's respective right to contract for the performance of the maintenance services contemplated under this Agreement. Either Party may enter into its own contract for the performance of services or work as may be needed to meet the maintenance requirements of this Agreement. Such contractor shall be a third-party independent contractor solely responsible for the obligations under its respective contract, and the other Party shall have no responsibility or liability with regard to the independent contractor.

11. APPROPRIATIONS. It is understood and agreed that any and all obligations of Arapahoe hereunder, whether direct or contingent, which require funding, are subject to and shall extend only to prior annual appropriations of money expressly made by the Arapahoe Board of County Commissioners for the purposes of this Agreement and encumbered for the purposes of this Agreement. This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.

All obligations of the City, including financial obligations, if any, under this Agreement are contingent upon all funds necessary for performance under this Agreement being budgeted, appropriated and otherwise made available, and any commitments by the City to provide services are contingent upon the necessary funds being budgeted, appropriated, and otherwise made available and the necessary discretionary actions being taken by the City Council and the Mayor. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

12. STATUS OF THE PARTIES. The City and the County are political subdivisions under Colorado law performing the services provided in this Agreement, and it is not intended, nor shall it be construed, that either Party or any employee or subcontractor of such Party is an

employee, officer, or agent of the other Party for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

13. NO RIGHTS IN PROPERTY. Nothing in this Agreement creates or recognizes a property interest on the part of the City in or to the Licensed Area or any other Arapahoe-owned property.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED. No rights may be waived except by an instrument of writing signed by the Party charged with such waiver. In no event shall any performance hereunder by either Party constitute or be construed to be a waiver by such Party of a breach of any term, covenant or condition, or default which may then exist on the part of the other Party, and the making of any payment or rendering of any performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

15. TERMINATION. This Agreement may be terminated by either Party upon ninety (90) days' notice for default by the other Party after the other Party has been notified of the default and had thirty (30) days to cure the default. The cure period may be reasonably extended upon mutual agreement between the Parties. Either may terminate the Agreement for its convenience without cause upon sixty (60) day notice. If Arapahoe prevents access to the License Area for an extended or unreasonable period of time, then the City may consider the Agreement suspended until Arapahoe resumes access. If access cannot be restored in a reasonable time to allow DPR to perform its obligation, then DPR may provide notice of termination under this Section 15. DPR and the City shall have no obligations under this Agreement during any suspension period. The City's option to suspend or terminate shall not apply to conditions or circumstances outside of Arapahoe's control. This Agreement shall terminate automatically upon sale or other conveyance of the High Line Canal by Arapahoe to another party including the City; if only limited sections of the High Line Canal covered by this Agreement are conveyed by Arapahoe to another party or the City, this Agreement shall terminate automatically with respect to the conveyed sections only. Upon sale or conveyance of any segments of the High Line Canal covered by this Agreement to anyone other than the City, DPR will have the right to terminate the Agreement.

16. **NOTICES.** Notices concerning this Agreement shall be made in writing as follows:

City: Executive Director of Parks and Recreation
Department of Parks and Recreation
201 W. Colfax Ave., Rm 601
Denver, Colorado 80202

Director of Real Estate
Department of Finance
201 W. Colfax Avenue, Dept.1010
Denver, Colorado 80202

and

Arapahoe: Director
Arapahoe County Open Spaces
6934 South Lima Street, Suite A
Centennial, CO 80112

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

Said notices shall be delivered personally during normal business hours to the appropriate offices or by certified mail, return receipt requested. Notices shall be deemed effective upon receipt. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitution shall not be effective until actual receipt of written notification.

17. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

18. NO THIRD-PARTY BENEFICIARY. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Arapahoe, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and Arapahoe that any person other than the City or Arapahoe receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. REVIEW OF RECORDS. Each Party shall, during normal business hours and as often as the other Party may deem reasonably necessary, make available to the other Party for examination all of its records and data with respect to all matters covered by this Agreement, and shall permit the other Party or its designated or authorized representative to review and inspect all invoices, materials, payrolls, records of personal conditions of employment and other data relating to all matters covered by this Agreement. Such records shall be maintained for a minimum period of three (3) years following payment or services hereunder.

20. CONFLICT OF INTEREST. The Parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Arapahoe further agrees not to hire or contract for services any employee or officer of the City, which would be in violation of the Denver Revised Municipal Code. No employee of Arapahoe shall have any personal or beneficial interest whatsoever in the services or property described herein, and the City further agrees not to hire or contract for services any employee or officer of Arapahoe.

21. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of this Agreement, the City and Arapahoe agree not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, or ancestry; and further agree to insert the foregoing provision in all contracts entered into in furtherance of this Agreement.

22. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENT. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless expressed in a written amendment or other agreement duly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

23. SEVERABILITY. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. LEGAL AUTHORITY. Each Party represents that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken to enter into this Agreement.

25. EXECUTION OF AGREEMENT. This Agreement is expressly subject to, and shall not be or become effective or binding until fully executed by all signatories of the Parties, as set forth in the signature blocks at the end hereof.

26. ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS. Each Party consents to the use of electronic signatures by the other Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by either Party in the manner specified by the Parties. 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.

[SIGNATURE PAGE(S)]

EXHIBIT A

Licensed Area

EXHIBIT B

Operating Plan

Section View

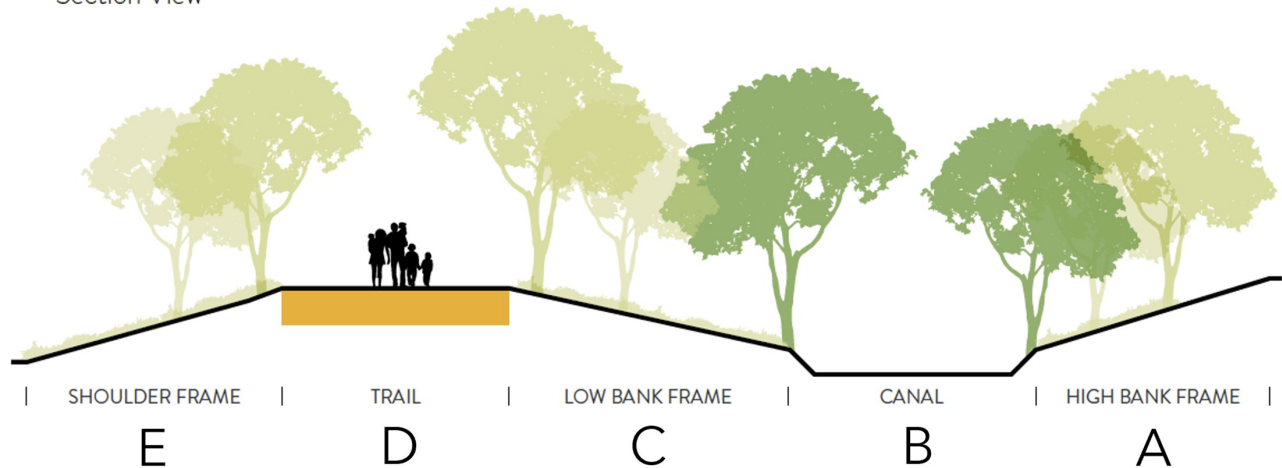


EXHIBIT "B"
RECREATION OPERATING PLAN
RECREATIONAL USE AND MANAGEMENT OF THE HIGH LINE CANAL

1. PURPOSE

The purpose of this Operating Plan is to define orderly operational and management procedures for the recreational use and management of the High Line Canal Trail ("Trail"). The Department of Parks and Recreation's rules and regulations, defined in Section 9 of the agreement, are for the purposes of providing safe recreational use of the Trail, and for regulating activities within the Trail in a manner that certain uses may not be disruptive, nor injurious, to the High Line Canal operations, adjacent property owners, or other users of the High Line Canal.

2. AREA

The portions of the High Line Canal subject to this Operating Plan are as described and limited in the Intergovernmental Agreement for Maintenance and Recreational Use of High Line Canal ("**Agreement**") between the COUNTY OF ARAPAHOE, a statutory county of the State of Colorado ("**Arapahoe County**"), and the CITY AND COUNTY OF DENVER, acting by and through its DEPARTMENT OF PARKS AND RECREATION ("**DPR**"), hereinafter referred to as "City" (individually or together, "**Party**" or "**Parties**").

3. HOURS

The Trail will be open to the recreational public subject to DPR's Park Use Rules and Regulation regarding park facility hours and curfew. Public access to the trail includes access to the recreational amenities within the License Area as defined in the Agreement.

4. RULES AND REGULATIONS

The portions of the High Line Canal as described and limited in the Agreement are subject to DPR's Park Use Rules and Regulations, DPR's Administrative Citation Rules and Regulations, DPR's Public Event Rules, Regulation and Policy ("**DPR Rules and Regulations**"), and City Ordinances as they may be applicable. The City will make all reasonable efforts to enforce DPR Rules and Regulation in the same manner and to the same extent as it enforces its rules on DPR's same or similar facilities. The City and its public safety officials will make all reasonable efforts to cooperate with the Arapahoe County Sheriff's Department, as needed, to ensure appropriate law enforcement. The City's enforcement officials, and the Arapahoe County Sheriff will, in their respective discretion, patrol the Trail on a periodic basis to ensure the enforcement of the various rules, regulations, and ordinances. The City, subject to its police powers under the Colorado

Constitution, will enforce local ordinances and laws for the municipality as they may be applicable to the License Area and the Trail. The Agreement and this Exhibit B does not in any way obligate DPR and the City to provide “enhanced” or increased patrols or operations.

5. PUBLIC EVENTS

Public events and other permitted activities may be held along or within the License Area in accordance with DPR’s Public Event Rules, Regulations, and Policy and other required authorizations that may be necessary. Any duly issued permit shall also require a certificate of insurance naming both the City and County of Denver and the County of Arapahoe as additional insureds.

The City may issue an event permit after consultation with Arapahoe County and the High Line Canal Conservancy and may refuse any event permit in its sole discretion on the Trail when such usage would, in the opinion of the City, constitute a hindrance to efficient operation of the Trail; or the requirements of the Public Event Rules, Regulations and Policy are otherwise not met. The City’s permit fees shall apply for all permitted events, unless waived at the discretion of the City and the County’s review fee shall apply for all events, unless waived at the discretion of the County. Permit fees shall be collected by the City and retained for City administration and operating expenses and review fees shall be collected by the County and retained for County administration and operating expenses.

6. SAFETY RESPONSE

The City’s Safety agencies will respond and provide services to the License Area to the same extent and manner as other similarly situated and operated public and private property and facilities. City or Arapahoe County may contact the DPR Rangers, the Denver Police Department, and/or Arapahoe County Sheriff’s Office for safety and emergency assistance as needed. Contact information is found at the end of this Exhibit.

7. MAINTENANCE

Unless noted, the City is responsible for maintenance of the Trail, the 6-foot recreation corridor on either side of the Trail, and Arapahoe County owned recreational amenities within the License Area (defined in the Agreement). The Parties agree that DPR will be generally responsible for the maintenance of Arapahoe County recreational amenities; however, the Parties will confer and periodically decide the specific amenities along the Trail to be maintained by DPR. Maintenance of City owned amenities is subject to DPR’s discretion.

8. SANITARY FACILITIES MAINTENANCE

Sanitary facilities may be provided on DPR property adjacent to the Trail. No sanitary facility may be constructed on the Trail or within Arapahoe County's High Line Canal property. Temporary sanitary facilities may be permitted on Arapahoe County's High Line Canal property only for authorized and duly permitted Public Events. The use of temporary sanitary facilities for Public Events with a duly issued permit are subject to the DPR Public Event Rules, Regulations, and Policy and any requirements under a duly issued permit. Temporary facilities will be of the chemical toilet type, which must be properly secured.

9. MOWING MAINTENANCE

The City will mow 6-feet on either side of the Trail where space allows access, except for the mowing of obstructions. Planted trees are to be mulched to provide for water conservation and to prevent mowers and string trimmers from damaging trees. Annually, during the first quarter of each year during the term of the Agreement, the City and Arapahoe County will exchange projected schedules for mowing operations along the High Line Canal.

10. TREE WATERING

Unless otherwise agreed, the City is responsible for watering trees planted by the City and Arapahoe is responsible for watering trees planted by Arapahoe County

11. HERBICIDES AND PESTICIDES

Arapahoe County is responsible for herbicide treatment to control weeds and will keep the City informed as to treatment policies and schedules. The City will provide insect and disease monitoring and control work for new trees planted by The City. If the City must apply chemicals to control insect or disease on Arapahoe County's property, the representative for herbicide and pesticide applications will communicate the purpose and timing of treatments to the Program and Project Administrator with Arapahoe County. Contact information is found at the end of this Exhibit.

12. TREE AND VEGETATION MAINTENANCE

The City and Arapahoe County will cooperatively manage vegetation maintenance on the trailside (shoulder frame, trail and low bank frame areas) of the High Line Canal as is intended to be outlined in a forthcoming Natural Resource Management Plan or other agreed upon maintenance strategy. This will include removal of broken and downed branches, evaluation of tree risk, prioritization of tree removals, coordination of tree plantings, including species and site selection, and watering of recently planted trees that have been planted by the City.

The City will perform or contract for safety pruning of trees, on the trailside (shoulder frame, trail and low bank frame areas) of the High Line Canal, street rights-of-way, and at street intersections. Arapahoe County will continue to perform tree removal work, safety pruning of trees on the side opposite of the High Line Canal from the Trail (high bank frame). Arapahoe County shall be responsible for removing vegetation within the High Line Canal's cross section and flow line.

Regarding future maintenance projects along the High Line Canal, and the possible conflict with existing or potential tree removal ordinances, it will be the responsibility of each party to notify the other, along with the High Line Canal Conservancy, well in advance of project initiation.

13. TRAIL MAINTENANCE

The existing Trail will be maintained by the City, subject to Section 12 of the Agreement, to keep the Trail in a suitable condition for recreational use, public safety, and to accommodate maintenance vehicles. The City will notify Arapahoe County and the High Line Canal Conservancy of temporary trail closures or trail detours within a reasonable time. For emergency closures City will notify Arapahoe County and the High Line Canal Conservancy within twenty-four (24) hours.

14. TRASH MAINTENANCE

The City will pick up trash and debris, and empty containers as needed and consistent with other similar DPR facilities along the entire length of the Trail within the License Area (defined in the Agreement). Containers will be emptied at least once monthly. The City will remain responsible for repair the maintenance and repair of City owned amenities that may be within or near the License Area.

15. SIGNS

The City may in its discretion provide and maintain information and regulatory signs on the Trail. Other signs, including those developed by the High Line Canal Conservancy (at the High Line Canal Conservancy's sole cost and responsibility), may be posted as necessary for directional, informational, or regulatory purposes along the Trail, subject to separate arrangement or agreement between the High Line Canal Conservancy and Arapahoe County. The City, in collaboration with Arapahoe County, may also post additional signs including educational, closures, or restrictions of public use.

16. BENCHES, REST AREAS, PICNIC AREAS

DPR's benches, rest areas, and picnic areas may be provided in certain DPR parks adjacent to the Trail. DPR may in its sole discretion provide additional benches or rest areas on DPR property that is along the Trail as use demands increase, but is not obligated to do so.

17. DEVELOPMENT AND IMPROVEMENT

Plans for development and improvement of the areas along the Trail, if any, shall be submitted to Arapahoe County and approved in writing by Arapahoe County prior to implementation, except that DPR reserves its sole discretion and authority to develop and construct improvements on and within City land. Approval for installations intended for Arapahoe County owned land or property will be granted in the form of a Letter of Authorization, License Agreement or Easement Agreement. DPR otherwise has no obligation under the Agreement and this Exhibit B to propose, implement or develop any improvements on Arapahoe County owned land or property.

The City will keep Arapahoe County reasonably informed, at all times, as to the use and management of the Arapahoe County owned amenities on and along the Trail and submit all plans to the Arapahoe County's Program and Project Administrator prior to the implementation or construction of any facility or program on Arapahoe County property or land.

Arapahoe County will notify DPR of any improvements, unusual maintenance, and utility work on the High Line Canal that interferes with recreational use of the Trail and License Area and will provide the City copies of any pertinent Letters of Authorization, License Agreements or Easement Agreements issued to other jurisdictions or entities.

Both parties (The City and Arapahoe County) will update key contact persons for all communication regarding daily operations of this Operating Plan annually or as needed.

This Operating Plan can be amended by written approval of Arapahoe County's Open Space Director and the City's Deputy Executive Director of Parks and Recreation.

Operational Contacts:

<u>Denver:</u>		
Adam Lind	Trail Program Manager	720-694-2585 cell
Scott Gilmore	Deputy Executive Director	720-837-0489 cell
Ben Rickenbacker	Forestry Manager	502-741-4323
Eliza Hunholz	Director Ranger Program	720-315-1516
Jill Coffman	Parks Director	303-514-8617
Kris Ryan	Special Use Permits	720-913-0742
<u>Arapahoe:</u>		
Gini Pingnot	Open Spaces Director	720-255-8941
Glen Poole	Open Spaces Operations Manager	720-874-6826
Greg Howe	Program and Project Administrator	720-874-6557
Dan Payson	Operations Manager, Open Space, Parks, and Trails	720-874-3134