

MEMORANDUM OF UNDERSTANDING

between

**The City of Grand Junction, Mesa County Valley School District 51,
and Mesa County, Colorado**

for the

**DESIGN AND CONSTRUCTION OF 22 ½ ROAD AND GREENBELT DRIVE
SIDEWALK AND DRAINAGE IMPROVEMENTS**

The parties to this Memorandum of Understanding ("Agreement") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Mesa County Board of County Commissioners ("County"), the City of Grand Junction, Colorado, a Colorado Home Rule Municipality, acting through the Grand Junction City Council ("City"), and Mesa County Valley School District 51 ("School District"). The County, City and School District may be collectively referred to as "Parties or "the Parties".

I. Introduction

Both the City and the County have responsibilities for developing and implementing transportation plans and authorizing capital improvements within their respective jurisdictions. The School District has a responsibility to maintain safe access to its schools and associated properties. The Parties recognize that transportation related improvement decisions by one party affect decisions by the others, and that cooperative planning and spending can help to make the most of the community's resources that are available to fund improvements.

The Parties further recognize the need to make sidewalk and drainage improvements to 22 ½ Road and Greenbelt Drive in unincorporated Mesa County ("Project") in order to provide Americans with Disabilities Act ("ADA") compliant access to Broadway Elementary School. Broadway Elementary is a School District facility located on the west side of 22 ½ Road, south of Greenbelt Drive. 22 ½ Road is designated as a City right-of-way and Greenbelt Drive, between 22 ½ and Redlands Parkway is designated as a County right-of-way. Because of the common and related interests of the City, the County and the School District they as the Parties to this Agreement acknowledge and agree that it is in their singular and collective best interests to work cooperatively in the planning and construction of the Project.

II. Purpose

The purpose of this Agreement is to establish the relative rights and responsibilities for the various work necessary to accomplish the Project. To that end this Agreement establishes the intention of the City, County, and School District to cooperatively fund and prosecute to completion the design, bidding, and construction of the Project.

III. Procedure

Now, therefore, it is agreed that the Parties will:

- 1) Include in their respective 2024 - 2025 Capital Improvement Plans the funds and staff to pay for and complete the Project. Accordingly, the Parties will make every effort to budget no less than the sums ("Project Funds") shown below:

Fund Source	Design 2024	Construction 2025	Project Funds
City	\$50,000	\$134,000	\$184,000
School District	\$50,000	\$134,000	\$184,000
County	\$50,000	\$230,000	\$280,000
TOTAL	\$150,000	\$498,000	\$648,000

Design costs will be split evenly between all three parties. Construction costs on 22-1/2 Road improvements will be split evenly between the City and the School District. Construction costs on Greenbelt Drive will be paid for by the County.

- 2) The Parties agree to carry over any unexpended Project Funds from year to year until the Project is constructed.
- 3) The Project generally is described as and will include design and construction of sidewalk and drainage improvements to the west side of 22 1/2 Road along Broadway Elementary School property and to the north side of Greenbelt Drive between 22 1/2 Road to the existing sidewalk at Milena Way. All work will be designed and constructed to City/CDOT standards. It is anticipated that no right-of-way or easement acquisitions will be required.
- 4) The County will manage the Project from design through bidding and construction. The City, County, and School District will perform their respective public relations coordinated through the County's Project Engineer.
- 5) The County shall contract with a Consulting Engineer for design services. Design services include design to the most current City/CDOT standards, any permitting required for the Project, coordination with utilities, as well as outreach and coordination with affected interests.

- 6) The County shall contract with a civil contractor to construct the Project. The construction contract shall be in accordance with County procurement and contracting standards.
- 7) So that revenue limitations under TABOR are not implicated, the contract(s) between the County and the third-party contractors performing the work on the Project may be written so that payments may be made directly to the third-party contractor by either the City and/or the County, and/or the School District in amounts consistent with the contributions of the Parties as established by this Agreement. Under such a contract, the third-party contractors shall issue invoices directly to the paying Party(ies) and payment shall be made directly to the third-party contractor by the paying Party(ies).
- 8) The City, County, and School District may not necessarily pay exactly equal shares of every individual portion of the Project; however, all Parties agree that the total share of the Project actual cost will be divided as in the proportion shown in III(1) above. Should a Party receive a grant for the Project, it is the general intent of the Parties to apply the grant money to the Project as a whole, with the contributions of each Party being reduced by the application of the grant funds. At the time of a grant award(d), the Parties shall generate a written amendment to this Agreement detailing how the grant(s) shall be applied in accordance with this Agreement and in compliance with any requirements of the grant(s). The Project Funds to be paid by each Party shall not exceed the amount shown in III(1) above except by mutual, written modification of this Agreement.

IV. Administration

- 1) Nothing in this Agreement shall be construed as requiring any Party to assume or expend any sum in the excess of appropriations available. All expenditures contemplated by any Party under this Agreement shall be subject to that Party's annual appropriations pursuant to Colorado Law.
- 2) This Agreement shall become effective when signed by the Parties. The Parties may amend the Agreement in writing as mutually agreed, including changes in scope or cost as the performance of the Project progresses. Any Party may terminate this Agreement for its convenience after giving the non-terminating Parties 30 days written notice of the terminating Party's intent to terminate. Any outstanding obligations or other responsibilities accrued in accordance with the performance of this Agreement until the time of its termination,

including any amounts owed or reimbursements to be paid, shall remain in effect and shall be performed by the Parties.

- 3) The County shall advertise, receive bids, and award the bid based on the County's Purchasing Policy and the recommendation of the Project management team. The Project management team shall be comprised of a named representative of each Party. The County shall include all the terms and conditions regarding bonding, insurance, and indemnification in construction contract so that the Project is protected as the County would customarily require.
- 4) This Agreement may be signed in counterparts. Each counterpart shall become part of the final Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

In Witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

MESA COUNTY



Bobby Daniel
Bobby Daniel, Chair
Mesa County Board of Commissioners

Bobbie Cross
ATTEST:
Date: 5-21-2024

CITY OF GRAND JUNCTION

Anna Stout
Anna Stout, President of City Council
Grand Junction City Council

Amy Phillips
ATTEST:
Date: 4.22.24

MESA COUNTY VALLEY SCHOOL DISTRICT 51

Andrea Haitz
Andrea Haitz
President of the Board of Education
Mesa County Valley School District 51

Amy Navarrette
ATTEST:
Date: 5/3/24