

INTERGOVERNMENTAL AGREEMENT RESTATING AND AMENDING THE RELATIONSHIP BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY VALLEY SCHOOL DISTRICT 51 CONCERNING THE LINCOLN PARK STADIUM.

THIS AGREEMENT ("Agreement") is made and entered into by MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 hereinafter called "District" and THE CITY OF GRAND JUNCTION, hereinafter called "City," collectively the City and the District may be referred to as the "Parties." The Agreement pertains to Lincoln Park Stadium, comprised of both Stocker Stadium, at 998 North Avenue, and Suplizio Field, located at 1315 North Avenue, which facilities together with the Lincoln Park Tower ("Tower") that connects the two, are known as the "Stadium". The Agreement shall be effective on the date that it is signed by all Parties.

RECITALS.

The City, District, Grand Junction Baseball Inc. (also known as JUCO), and Colorado Mesa University (CMU), agreed to financially partner to fund a major renovation of the Stadium in 2021 and 2022 ("Project"). The Project was completed in May 2022. The District, CMU and JUCO are the principal users of the Stadium and directly benefit from the Project.

The original debt that financed the Tower in 2010, a core element of the Stadium, was re-financed in 2021 to achieve a lower interest rate. The debt service schedule was also extended through 2044, which generated \$7,957,367 for the Project. The debt service was agreed to be re-paid annually by the City at \$300,000, JUCO at \$300,000 and the District at \$100,000 annually through 2045. Additional funds for the Project were secured through a commitment from CMU to make an annual contribution of \$200,000 per year through 2032 and \$100,000 for 2033. The CMU funding commitment repays an internal loan from the City General Fund of \$2,500,000. Therefore, CMU and the District will each contribute \$2,500,000 to the Project.

In addition to the Project the City has committed \$1,200,000 to fund the new LED Stadium lights. That funding is separate and apart from the Project funding.

With the foregoing commitments the Project budget was set at \$11,657,367 and expended to complete the Stadium renovation.

On April 30, 2021, the District's Superintendent Diana Sirko committed to pay the District's annual contribution as described above; the District made its first payment of \$100,000 in December of 2021. Subsequent to Dr. Sirko's commitment, the District's Athletic Director Paul Cain attended and actively participated in the design meetings to include weekly Owner-Architect-Engineer meetings as the Project was being developed and constructed through its completion in May 2022.

The Parties agree that the Stadium is important to the public in general and specifically to JUCO, CMU, the District, and their athletic programs, student athletes, parents, and supporters that utilize the Stadium. With that understanding and agreement, and for the general purposes of meeting the needs of the community, the Parties enter into this Agreement as authorized by § 18, Article XIV of the Colorado Constitution, §29-1-203, C.R.S., § 22-32-122(1), C.R.S. and other applicable law.

The Parties individually and collectively do hereby express their present and future intentions to support the continued success of the Stadium on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the sufficiency of which is acknowledged for both the formation and enforcement of this Agreement, the Parties agree as follows:

1. The School District shall pay the City \$100,000 per year to the year 2045. The District has currently made three payments as follows: 1) \$100,000 in February 2022 (December 2021 payment); 2) \$100,000 June 2023 (December 2022 payment); and \$100,000 July 2023 (December 2023 payment). Subsequent annual payments of \$100,000 are due by December 31 of each year through 2045 as provided in the payment schedule attached hereto and incorporated by this reference as if fully set forth as Exhibit A. The Agreement is subject to annual appropriation by the Parties of the funds necessary to defray the expenses arising out of or under the Agreement. The Parties agree that consideration paid and given is sufficient to support this Agreement and the enforcement of the same.

2. The Parties agree that because the Stadium is located on City property that the City as owner of the Stadium shall provide property loss coverage for the Stadium. The District may separately procure property coverage(s) insuring its own interests.

3. The District shall have no claim to the Stadium and/or the real property on which it is located. The Parties may upon expiration or termination agree to a disposition of the Stadium and/or equipment but absent an agreement, the City as owner shall have the sole right to use, sell or otherwise dispose of the Stadium premises and improvements including but not limited to the improvements constructed with the Project, including but not limited to the real property, as it determines in its sole and absolute discretion. Improvements made to the Stadium including but not limited to fixtures as defined by Colorado law shall accrue to the City upon expiration or termination of the Agreement.

4. The District shall continue to pay usage fees for the Stadium: the District's payments in support of the Project under this Agreement are separate and apart from the District's obligation to pay usage fees for the Stadium. The City agrees to not increase the District's usage fees for all District usage at the Stadium currently covered under the flat fee for activities occurring in the 2024-2025 academic year and thereafter and for the term of this Agreement the usage fees paid by the District shall increase annually by 2% with the 2024 fee as the base for purposes of calculating the annual increases. The City, as owner and operator of the Stadium shall make reasonable effort to accommodate the District's use of the Stadium as it has customarily done for graduation(s) and other events including but not limited to sporting events such as football, baseball, band, and track so long as the District pays the usage fees. The City will continue to fund the operational expenses including staffing, utilities and supplies necessary to operate the Stadium as it has customarily done so long as the District pays the usage fees and is otherwise current on its obligations under this Agreement.

5. The Parties acknowledge and agree that the City staff will occasionally recommend major capital expenditures related to the Stadium and/or necessary to provide the services required of the Stadium/its users. Future additional improvements to be discussed with the District, CMU and JUCO include improvements that:

a) will keep the Stadium in reasonable compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 1201 *et seq*, and all other applicable legal and safety standards;

b) fund emergency repairs, pending the payment of insurance claim(s), if any; and,

c) fund necessary capital maintenance.

The District is not required by this Agreement to provide any other funding for any capital expenditures related to the Stadium.

6. The City agrees to provide all required labor for the maintenance and scheduling of the Stadium. Labor for purposes of this Agreement is maintenance staff. The City will pay as an expense of the operation of the Stadium all wages, salaries, benefits and workers' compensation insurance premiums and inter-fund charges for the required labor and operations of and for the Stadium. Personnel who will work on City property are required to meet the same requirements for background checks, CBI criminal history and fingerprinting as City personnel.

7. The City will provide basic daily maintenance and janitorial services.

8. The City will pay as an expense of the operation of the Stadium, the liability insurance premiums, for coverage with limits and deductibles to be agreed upon by the Parties but in any event in amounts no less than the most current limits established by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as from time to time amended.

9. The Parties understand and agree that each and every one of them may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as from time to time amended.

10. To the extent authorized by law and/or insurance the City agrees to indemnify and hold harmless the District and their officers and employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the operations and programming work to be performed by the City under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the City or any officer or employee of the City.

12. To the extent authorized by law and/or insurance the District agrees to indemnify and hold harmless the City and their officers and employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the Project and operations and programming work to be performed by the District under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the District or any officer or employee of the District.

13. Any person (s) employed by the City or the District that performs work hereunder shall be and remain the employee (s) of the respective party and not an agent(s) or employee(s) of another party.

14. No party may assign or delegate its obligations under this Agreement or any portion thereof without the prior written consent of the other Parties.

15. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement; such party may be declared in default.

16. This Agreement may, absent an emergency, only be terminated by giving the other parties written notice of no less than three hundred sixty-five (365) days advance notice of termination. Termination shall not prevent any party from exercising any other legal remedies which may be available to it. Any party's failure to appropriate the funds necessary to defray the expenses assumed by each through the adopted budget shall constitute a default of the Agreement.

17. The Parties shall reasonably comply with the applicable provisions of the ADA and any and all other applicable federal, state or local laws and regulations.

18. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

19. The traditional rule that ambiguities shall be construed against the drafter is waived.

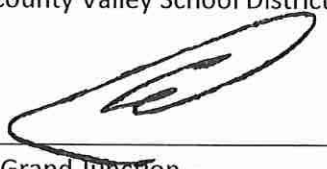
20. Venue for any action arising out of or occurring under this Agreement shall be in the District Court for Mesa County, Colorado. The Agreement shall be controlled by, construed and interpreted in accordance with the law of the State of Colorado.

21. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then the parties may proceed to District Court. This Agreement has been negotiated and agreed to by, with and through the common effort of the Parties and as such each waives and foregoes the customary rule that ambiguities are construed against the drafter. In the event of any ambiguities the Parties agree to a liberal construction of the Agreement and to give meaning, purpose and effort to attempting to resolve the ambiguity(ies) in favor of continuing the Agreement for the benefit of the communities that they serve. The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which he/she/they sign.

Approved by _____ for and as the act of the Mesa County Valley School District 51.

Mesa County Valley School District 51

City of Grand Junction



Title

Council President/Mayor
Title

Date

8/27/24
Date

Exhibit A

Payment by December 31, 2021: \$100,000

Payment by December 31, 2022: \$100,000

Payment by December 31, 2023: \$100,000

Payment by December 31, 2024: \$100,000

Payment by December 31, 2025: \$100,000

Payment by December 31, 2026: \$100,000

Payment by December 31, 2027: \$100,000

Payment by December 31, 2028: \$100,000

Payment by December 31, 2029: \$100,000

Payment by December 31, 2030: \$100,000

Payment by December 31, 2031: \$100,000

Payment by December 31, 2032: \$100,000

Payment by December 31, 2033: \$100,000

Payment by December 31, 2034: \$100,000

Payment by December 31, 2035: \$100,000

Payment by December 31, 2036: \$100,000

Payment by December 31, 2037: \$100,000

Payment by December 31, 2038: \$100,000

Payment by December 31, 2039: \$100,000

Payment by December 31, 2040: \$100,000

Payment by December 31, 2041: \$100,000

Payment by December 31, 2042: \$100,000

Payment by December 31, 2043: \$100,000

Payment by December 31, 2044: \$100,000

Payment by December 31, 2045: \$100,000

Total: \$2,500,000