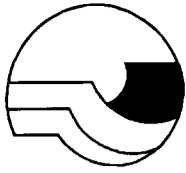


52104DRA

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	CITY OF GRAND JUNCTION, TOWN OF PALISADE, CITY OF FRUITA, COUNTY OF MESA, AND THE GRAND JUNCTION DRAINAGE DISTRICT
SUBJECT/PROJECT:	INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE 5-2-1 DRAINAGE AUTHORITY
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2004
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE



**Mesa County Department of Public Works**  
Administration - Building - Engineering - Transportation  
Fleet Management - Solid Waste Management  
750 Main Street • P.O. Box 20,000 • Grand Junction, Colorado 81502-5022  
Phone (970) 244-1765 Fax (970) 255-7171

Rec'd.  
7/23/04

July 21, 2004

Grand Junction City Council  
250 North 5th Street  
Grand Junction, CO 81501

Dear Grand Junction City Council:

I would like to take this opportunity to thank you for participating in the formation of the 5-2-1 Drainage Authority (Drainage Authority). The Drainage Authority will play an important role in the future regional stormwater management in the Grand Valley.

Attached is your original of the Intergovernmental Agreement that authorizes the creation of the 5-2-1 Drainage Authority. Each Contracting Party will have one original with signatures and the Drainage Authority will keep one original.

According to our records Grand Junction City Council (Council) chose to appoint Dennis Kirkland to serve as a board member for the Drainage Authority, at the pleasure of the Council.

The first board meeting for the drainage authority is scheduled for July 21, 2004. Additional briefings of the progress of the Drainage Authority will be given to the Council in the future.

Sincerely,

A handwritten signature in cursive script that reads "Doralyn B. Genova".

Doralyn B. Genova  
Chair of Charter Committee

INTERGOVERNMENTAL AGREEMENT  
FOR THE CREATION OF THE  
5-2-1 DRAINAGE AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE 5-2-1 DRAINAGE AUTHORITY is made and entered into this 14<sup>th</sup> day of June, 2004, by and between the CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, with its principal office located at 250 North Fifth Street, Grand Junction, Colorado 81501, the TOWN OF PALISADE, a municipal corporation of the State of Colorado, with its principal office located at 175 East Third Street, Palisade, Colorado 81526, the CITY OF FRUITA, a municipal corporation of the State of Colorado, with its principal office located at 325 East Aspen Avenue, Fruita, Colorado 81521, the COUNTY OF MESA, a political subdivision of the State of Colorado, by and through the Board of Commissioners of Mesa County, Colorado, with its principal office located at 544 Rood Avenue, Grand Junction, Colorado 81501, and the GRAND JUNCTION DRAINAGE DISTRICT, a statutorily declared body corporate, with its principal office located at 722 23 Road, Grand Junction, Colorado 81505, all of which shall hereinafter be referred to as "Contracting Parties" and singularly shall hereinafter be referred to as a "Contracting Party."

WITNESSETH:

WHEREAS, various drainage studies ("Studies") have been presented to Contracting Parties, which include recommendations for drainage structures and facilities necessary to accommodate current and anticipated drainage in basins located in the Grand Valley as herein defined and the Contracting Parties intend to obtain additional studies to address specific drainage needs in all basins in the area to be served by the 5-2-1 Drainage Authority;

WHEREAS, each of the Contracting Parties is authorized and empowered to provide necessary drainage services to their inhabitants to manage storm water drainage to reduce or eliminate damage to existing or proposed water delivery systems and/or to construct and operate works and facilities necessary and convenient for management of storm water quality within Contracting Parties' respective jurisdictions;

WHEREAS, the Federal Clean Water Act (40 CFR 122.26) requires that storm water discharges from certain types of facilities be authorized under storm water discharge permits issued in Colorado by the Colorado Department of Public Health and Environment, Water Quality Control Division, (the "Division") pursuant to the Colorado Discharge Permit System ("CDPS") under Division Regulation No. 61;

WHEREAS, the Contracting Parties desire to implement Studies, undertake additional studies, comply with Federal requirements and the permitting process through the creation of a drainage authority pursuant to the provisions of CRS 29-1-204.2, as amended, to be named the 5-2-1 Drainage Authority with such drainage authority to have all of the powers and duties described in such statute;

WHEREAS, this intergovernmental agreement will serve a public purpose and will promote the health, safety, prosperity, security and general welfare of the citizens of the Contracting Parties and of the State of Colorado; and

WHEREAS, the Contracting Parties intend for this agreement to act as the contract document required by such statute.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Contracting Parties agree as follows:

**Section 1. Effective Date and Term.** This agreement shall become effective as of the date set forth above. The term of this agreement shall be for ten (10) years from said effective date, and this agreement shall automatically renew for additional ten (10) year terms unless terminated by a written notice duly executed by the Contracting Parties one hundred eighty (180) days prior to the anniversary of the effective date; provided, however, that this agreement may be terminated or rescinded only in full compliance with this agreement.

**Section 2. Creation of the Drainage Authority and Purposes.** By and through the authority granted through CRS 29-1-204.2, as amended, the Contracting Parties hereby create a drainage authority to be known as the 5-2-1 DRAINAGE AUTHORITY, ("Drainage Authority"). This Drainage Authority, a separate governmental entity established by such Contracting Parties, shall be a political subdivision and a public corporation of the State of Colorado, separate from the parties to the contract. Pursuant to CRS 29-1-204.2, as amended and as it may be amended, it shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Articles 10.5 and 47 of Title 11, CRS, shall apply to monies of the entity. The purposes of the Drainage Authority shall be to provide adequate drainage facilities and appurtenances to serve the areas described in Exhibits "A" and "B," respectively, attached hereto and by this reference incorporated herein to own, operate and maintain such facilities and appurtenances once they are constructed, to implement the recommendations set forth in the Studies and future studies and to comply with federal and state permitting procedures and requirements.

**Section 3. Services and Functions of the Drainage Authority.** The Drainage Authority shall provide the following services and functions with respect to the areas described in Exhibit "A" and shown in Exhibit "B."

3.01 Acquiring, constructing, owning, reconstructing, improving, rehabilitating, repairing, managing, operating and maintaining, by way of illustration and not by limitation, such facilities and systems deemed necessary to provide drainage to the Contracting Parties for the benefit of the inhabitants of such Contracting Parties or others at the discretion of the board of directors of the Drainage Authority, together with any and all appurtenances thereto or interests therein. As used in this agreement, the term "drainage facilities" may include facilities, structures and appurtenances designed to provide, manage and monitor drainage services and divert storm water for the beneficial use thereof.

3.02 Reviewing plans and other documents of developments occurring within the jurisdictional boundaries of the Drainage Authority for the purpose of commenting on the same with respect to whether or not they comply with the agreed-upon standards referred to in Section 10 below.

3.03 Providing such other services or functions as may be authorized by law and determined by the Drainage Authority board of directors to be in the best interests of the Contracting Parties and the inhabitants of such Contracting Parties or others.

Section 4. Powers of the Drainage Authority. To enable the Drainage Authority to carry out its functions and provide the services and functions described in Section 3 above, the Drainage Authority shall have the following powers:

4.01 To develop drainage facilities and systems in whole or in part for the benefit of the citizens of the Contracting Parties or others at the discretion of the board of directors within the area set forth in Exhibit "A" and shown in Exhibit "B," subject to fulfilling the terms and conditions of this agreement.

4.02 To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any legal or equitable interest in real or personal property utilized for the purposes of drainage.

4.03 To conduct its business and affairs for the benefit of the inhabitants of the Contracting Parties or others.

4.04 To enter into, make and perform contracts of every kind with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States or any political subdivision thereof and any individual, firm, association, partnership, corporation or any other organization

of any kind, including a Contracting Party or Contracting Parties.

4.05 To make and enter into contracts with one (1) or more of the Contracting Parties or third parties to provide services to the Drainage Authority for the undertaking or implementation of studies, administrative and clerical services or acquisition, construction, maintenance, repair and operation of facilities or systems together with all appurtenances thereto and interests therein.

4.06 To do and perform any acts and things authorized pursuant to CRS 29-1-204.2, as amended, under, through or by means of an agent or by contract(s) with any person, firm or corporation.

4.07 To employ agents, including but not limited to engineers, attorneys, auditors, accountants, architects and consultants and employees.

4.08 To incur debts, liabilities or obligations to the extent and in the manner permitted by law and borrow money and, from time to time, make, accept, endorse, execute and deliver bonds, notes and other obligations of the Drainage Authority for monies borrowed or in payment for property acquired or for any of the other purposes, services or functions of the Drainage Authority as provided by law and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement or other collateral instrument or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Drainage Authority.

4.09 To own, operate and maintain real and personal property and facilities in common with others and to conduct joint, partnership, cooperative or other operations with others and to exercise all powers granted herein in joint, partnership or cooperative efforts and operations with others.

4.10 To condemn property for public use for the purpose of drainage, provided such property is not owned by any public utility and devoted to public use pursuant to state authority.

4.11 To sue, and to be sued, in its own name.

4.12 To have and use a corporate seal.

4.13 To fix, maintain and revise fees, rates and charges for all drainage functions, services or facilities provided by the Drainage Authority, such rates and charges, including differential rates and charges according to the benefit received, to be in such amount or amounts as necessary to provide for the acquisition or development of drainage facilities and appurtenances, the operation and maintenance of such facilities and appurtenances, debt service and reserves, capital improvements and other obligations and expenses of the Drainage Authority.

4.14 To adopt, by resolution regulations respecting the exercise of the Drainage Authority's powers and the carrying out of its purposes.

4.15 To receive contributions, gifts, bequests or other grants of cash, equipment or services from the Contracting Parties or other entities, individuals or political subdivisions.

4.16 To provide for the rehabilitation of any surfaces adversely affected by the construction of drainage facilities or systems through the rehabilitation of plant cover, soil stability and other measures appropriate to the subsequent and beneficial use of such lands.

4.17 To justly indemnify property owners or others affected for any losses or damages incurred caused by or which result from actions of the Drainage Authority.

4.18 To obtain insurance policies in amounts as determined by the board of directors.

4.19 In general, to exercise all powers that are now or hereafter may be conferred by law upon a drainage authority organized pursuant to CRS 29-1-204.2, as amended, or necessary, incidental, convenient or conducive to the attainment of the Drainage Authority's purposes and provision of its functions, services and facilities, subject to such limitations as are, or may be, prescribed by law.

**Section 5. Board of Directors.** The Drainage Authority shall be governed by a board of directors in which all legislative power of the Drainage Authority is vested.

5.01 The initial number of directors shall be five (5).

5.02 The governing body of each of the Contracting Parties shall appoint one (1) member to the board of directors. Two of (2) of the five (5) initial directors shall serve for a two (2) year term and three (3) of the five (5) initial directors shall serve for a four (4) year term. The initial terms of the directors appointed by the respective Contracting Parties shall be determined by lot. Each successive appointment shall be for a four (4) year term and all appointees may serve for successive terms.

5.03 Except as herein provided, each director shall serve at the pleasure of the governing body of the Contracting Party by whom that director was appointed.

5.04 A vacancy occurring in the board of directors, whether such vacancy be the result of resignation, death, removal or disability, shall be filled in the same manner of appointment or selection as provided in subsection 5.02 hereof.

5.05 Directors may receive compensation for their services as may be provided by resolution of the board of directors, and the board of directors, by resolution, shall provide for reimbursement to directors of their actual expenses for attendance at meetings of the board of directors and for expenses otherwise incurred on behalf of the Drainage Authority.

5.06 An annual meeting of the board of directors shall be held within the first one hundred twenty (120) days in each year at such place within the service area of the Drainage Authority as shall be designated to pass upon reports for the preceding fiscal year and to transact such other business as may come before the meeting. Failure to hold the annual meeting at the designated time or failure to hold the annual meeting in any year shall not cause a forfeiture or dissolution or otherwise affect the Drainage Authority.

5.07 The board of directors, from time to time, may provide by majority resolution of all directors for the time and place of holding regular meetings without notice to directors other than such resolution.

5.08 Special meetings of the board of directors may be called by the chairman or any two (2) directors, and it shall thereupon be the duty of the secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the board of directors shall be held at such time and place within the service area of the Drainage Authority as shall be fixed by the chairman or director calling the meeting.

5.09 Written notice of the annual or of any special meeting of the board of directors shall be delivered to each director not less than two (2) or more than thirty (30) days before the date fixed for such meeting, either personally or by mail, by or at the direction of the secretary or, upon his default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at his address as it appears on the records of the Drainage Authority, with postage thereon prepaid.

5.10 Whenever any notice is required to be given to any director of the Drainage Authority under the provisions of law or this contract, a waiver thereof in writing signed by such director whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director at any meeting of the board of directors shall constitute a waiver by such director of notice of such meeting except when such director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.11 A majority of the number of directors then in office shall constitute a quorum for the transaction of business; provided that, if less than a quorum is present, the directors present may continue the meeting from time to time and, provided further, that the secretary shall notify any absent directors of the time and place of such continued meeting. Unless otherwise provided herein, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

5.12 A full board must be in office, present at a properly convened meeting, and have a super-majority consensus of at least seventy-five (75) percent to initiate condemnation proceedings.

5.13 A full board must be in office, present at a properly convened meeting, and have a super majority consensus of at least seventy-five (75) percent to institute or raise rates and/or fees.

5.14 The duties of the board of directors shall be:

- a. To govern the business and affairs of the Drainage Authority.
- b. To exercise all powers of the Drainage Authority.
- c. To comply with the provisions of parts 1, 5 and 6 of CRS 29-1-204.2, as amended.
- d. To adopt a fiscal resolution complying with statutory and other restrictions imposed by law on the affairs of the Drainage Authority, to govern the financial transactions of the Drainage Authority, including the receipt, custody and disbursement of its funds, securities and other assets, and to provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Drainage Authority and to report thereupon to the board of directors.



e. To keep minutes of its proceedings.

f. To adopt such bylaws as appropriate for the conduct of its business not in conflict herewith.

**Section 6. Officers.** The officers of the Drainage Authority shall be a chairman, vice chairman, secretary, treasurer and such other officers and assistant officers as may be authorized by the board of directors from time to time to perform such duties as may be approved by the board of directors. The chairman and vice chairman shall be members of the board of directors, but the other officers of the Drainage Authority need not be members of the board of directors.

6.01 At the first meeting of the board of directors, the members of the board of directors shall elect officers who shall serve as such officers of the Drainage Authority until the next succeeding annual meeting of the board of directors and until their successors are elected and qualified.

6.02 Vacancies or new officers may be filled at any properly convened meeting of the board of directors.

6.03 Any officer or agent elected or appointed by the board of directors may be removed by a majority vote of the board of directors at any properly convened meeting, with or without cause, whenever in its judgment the best interests of the Drainage Authority will be served thereby.

6.04 In addition to duties designated by the board of directors, the duties of the officers shall include the following:

a. The chairman shall preside at all meetings of the board of directors and, except as otherwise delegated by the board of directors, shall execute all legal instruments of the Drainage Authority. The chairman shall perform such other duties as the board of directors may prescribe from time to time.

b. The vice chairman shall, in the absence of the chairman, or in the event of his or her inability or refusal to act, perform the duties of the chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. The vice chairman shall also perform such other duties as may be prescribed by the board of directors from time to time.

c. The secretary shall maintain the official records of the Drainage Authority, including this contract, bylaws, rules and regulations adopted by the board of directors, the minutes of meetings of the board of directors and a register of the names and addresses of directors and officers and shall issue notices of meetings, attest and affix the corporate seal to all documents of the Drainage Authority and shall perform such other duties as the board of directors may prescribe from time to time.

d. The treasurer shall serve as financial officer of the Drainage Authority and, pursuant to all fiscal resolutions adopted by the board of directors governing the financial transactions of the Drainage Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Drainage Authority's funds and securities and for duties incident to the office of treasurer and shall perform other duties as the board of directors may prescribe from time to time.

6.05 The treasurer and any other officer or agent of the Drainage Authority charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the board of directors shall determine. The board of directors in its discretion may also require any other officer, agent or employee of the Drainage Authority to give bond in such amount and with such surety as it shall determine. The cost of such bond shall be an expense payable by the Drainage Authority.

Section 7. Indemnification of Officers and Directors. Each director and officer of the Drainage Authority, whether or not then in office, and the personal representative of his or her estate shall be indemnified by the Drainage Authority against all costs and expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she may be involved or to which he or she may be made a party by reason of his or her being or having been such director or officer, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for willful or wanton negligence or misconduct in the performance of his or her duty. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation but only if the Drainage Authority is advised in writing by its counsel that in his or her opinion the person indemnified did not commit such willful and wanton negligence or misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which he or she may be entitled as a matter of law or by agreement.

Section 8. Contracting Parties' Jurisdiction. No portion of this agreement shall be construed to waive or cede any jurisdiction any Contracting Party may claim or possess.

Section 9. Not a Partnership. As used in this agreement, the term "Contracting Parties" is not meant to indicate that the signatories to this agreement constitute a partnership as the term is understood in the Uniform Partnership Law, CRS 7-6-101, *et seq.*, as amended, or at common law. Nothing in this agreement shall create any joint or several liability or joint or several exposure to any Contracting Parties for statutory or administrative violations associated with discharges or compliance liabilities. Joint action under this agreement is strictly limited to the permitting, planning and other related processes as described herein, unless otherwise stated by subsequent resolution of the board of directors.

Section 10. Agreement Upon Standards. The Contracting Parties shall meet and agree upon a set of drainage standards to apply within the area to be served by the Drainage Authority. Each Contracting Party shall require new development located within its jurisdictional boundaries to comply with such standards to the extent such Contracting Party has authority over such matters. The Drainage Authority shall apply and enforce such agreed-upon standards within the area if such standards are not otherwise enforced through zoning, subdivision or other enforcement mechanism(s) of the Contracting Parties. If a Contracting Party's drainage standards are more restrictive than those agreed upon as provided herein and such Contracting Party desires to apply the more restrictive standards within the boundaries of its jurisdiction, then the more restrictive standards shall apply.

Section 11. Assets Held in Trust. All assets and properties of the Drainage Authority shall be held in trust by the Drainage Authority for the purposes herein mentioned, including the payment of liabilities of the Drainage Authority.

Section 12. Adding Parties. No party may be added to this agreement as a Contracting Party without the two-thirds (2/3) consent of the Contracting Parties authorized by a written document formally approved by the governing body of each consenting Contracting Party. A party added as a Contracting Party shall be a municipality, special district or political subdivision of the state authorized to provide drainage facilities and subject to such terms and conditions as the board of directors, in its sole discretion, may determine; provided, however, that a new Contracting Party may be assessed a capital investment fee to cover its pro rata share of the costs of those capital assets previously purchased or constructed by the Drainage Authority for joint use by all Contracting Parties. The board of directors of the Drainage Authority, in its sole discretion, by two-thirds (2/3) consent, may add up to two (2) additional, at-large board members, each of whom must reside within the boundaries of at least one (1) of the Contracting Parties. Any such appointment of an at-large board member would be for a term of two (2) years and may be terminated at the expiration of any term or upon vacancy by two-thirds (2/3) consent of the board of directors of the Drainage Authority.

Section 13. Deleting Parties. A Contracting Party may withdraw from this agreement by written document authorized by the governing body of such Contracting Party, which shall be presented to the Drainage Authority. Notice of a Contracting Party's intent to withdraw from the Drainage Authority must be presented in writing to the board of directors of the Drainage Authority at a properly convened meeting of the board of directors of the Drainage Authority at least six (6) months in advance of the anticipated withdrawal date of such Contracting Party. Such withdrawal may only occur upon a two-thirds (2/3) consent of the Contracting Parties authorized by a written document formally approved by the governing body of each consenting Contracting Party. Withdrawal by a Contracting Party shall not release, alter or terminate that Contracting Party's jurisdiction with respect to fees, rates and charges levied or imposed by the Drainage Authority on properties within that Contracting Party's jurisdiction at the time of such withdrawal.

Section 14. Adding or Deleting Service Areas. The service area of the Drainage Authority described in Exhibit "A" and shown in Exhibit "B" may be increased or decreased by two-thirds (2/3) consent of the Contracting Parties authorized by a written document formally approved by the governing body of each consenting Contracting Party. Any addition to the service area of the Drainage Authority must be located within the boundaries of at least one (1) of the Contracting Parties.

Section 15. Distribution on Termination. In the event of the rescission or termination of this agreement and the dissolution of the Drainage Authority, all of the assets of the Drainage Authority shall immediately vest in the Contracting Parties, subject to any outstanding liens, mortgages or other pledges of such assets. The interests in the general assets of the Drainage Authority shall rest equally in each Contracting Party; provided, however, that the Contracting Parties may otherwise provide, by unanimous agreement, for disposition of any and all interests of the Drainage Authority to any successors to the Drainage Authority or for any alternative disposition among the Contracting Parties. This agreement may not be rescinded or terminated so long as the Drainage Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

Section 16. Fiscal Year. The fiscal year of the Drainage Authority shall be the calendar year.

Section 17. Principal Place of Business. The principal place of business of the Drainage Authority shall be established by the board of directors. Annually, on or before the first day of February of each year commencing in 2005 and within thirty (30) days following any change, the Drainage Authority shall file with the Colorado Division of Local Government the name of agent for service of process on the Drainage Authority and the address of the principal place of business of the Drainage Authority.

Section 18. Political Subdivision. Pursuant to CRS 29-1-204.2(4), as amended, the Drainage Authority shall be a political subdivision and public corporation of the state, separate from the Contracting Parties. It shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and Article 47 of Title 11, CRS, as amended, shall apply to monies of the Drainage Authority.

Section 19. Debt Not That of Contracting Parties. Pursuant to CRS 29-1-204.2(5), as amended, the bonds, notes and other obligations of the Drainage Authority shall not be the debts, liabilities or obligations of the Contracting Parties or parties that may be future Contracting Parties.

Section 20. Entire Agreement; Modification. This agreement contains the entire agreement and understanding between the parties to this agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of or to this agreement shall be deemed valid or of any force or effect whatsoever, unless stated in a writing duly authorized and executed by all of the Contracting Parties.

Section 21. No Third-Party Beneficiary Enforcement. 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 Contracting Parties, and nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other person or entity not a party to this agreement. It is the express intention of the Contracting Parties that any person or entity other than the undersigned parties receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 22. No Waiver of Immunity. No portion of this agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess or shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement. The parties hereto acknowledge and agree that no part of this agreement is intended to circumvent or replace such immunities under the Colorado Governmental Immunity Act, CRS 24-10-101, *et seq.*, as amended.

Section 23. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the parties hereto.


Section 24. Severability. In the event that any of the terms, covenants or conditions of this agreement or their application shall be held invalid as to any person, corporation or circumstance by an court having competent jurisdiction, the remainder of this agreement and the application in effect of its terms, covenants or conditions to such person, corporation or circumstance shall not be affected thereby.

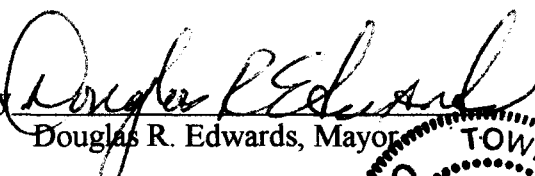
Section 25. Cooperation With Contracting Parties. In providing the services and facilities described in Section 3 above and in exercising any of the powers enumerated in Section 4 above, the board of directors of the Drainage Authority shall work cooperatively and in good faith with each of the Contracting Parties.

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

CITY OF GRAND JUNCTION

TOWN OF PALISADE

By   
Bruce Hill, Mayor

By   
Douglas R. Edwards, Mayor

ATTEST:

  
Stephanie Tuin, City Clerk

ATTEST:

  
Tina Darrah, Town Clerk



CITY OF FRUITA

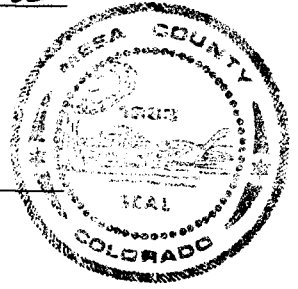
COUNTY OF MESA

By *E. James Adams*  
E. James Adams, Mayor

By *Doralyn B. Genova*  
Doralyn B. Genova, Chair

ATTEST:  
*Margaret Steelman*  
Margaret Steelman, City Clerk

ATTEST:  
*Janice Ward*  
Janice Ward, County Clerk



GRAND JUNCTION DRAINAGE DISTRICT

By *E. James Adams*  
E. James Adams, President of  
the Board of Directors

ATTEST:  
*Bill Christopher*  
Bill Christopher, Secretary of  
the Board of Directors

# Exhibit A

## **5-2-1 DRAINAGE AUTHORITY BOUNDARY**

BEGINNING AT THE NORTHWESTERLY CORNER OF MESA COUNTY ALSO BEING A POINT ON THE WESTERLY STATE LINE OF COLORADO; THENCE EASTERLY ALONG THE MESA AND GARFIELD COUNTY LINE A DISTANCE OF 17.74 MILES TO THE NORTHEASTERLY RIM OF A GEOLOGIC FORMATION KNOWN AS "THE BOOKCLIFFS", WHENCE THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 102 WEST, 6<sup>TH</sup> P.M. BEARS S 15°58' E A DISTANCE OF 4630 FEET ; THENCE S 30° 42' E ACROSS COAL GULCH A DISTANCE OF 8372 FEET TO A POINT ON SAID NORTHEASTERLY RIM OF A GEOLOGIC FORMATION KNOWN AS "THE BOOKCLIFFS", WHENCE SAID NORTHEAST CORNER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 102 WEST, 6<sup>TH</sup> P.M. BEARS N 50°30' W A DISTANCE OF 4136 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHEASTERLY RIM OF "THE BOOKCLIFFS" A DISTANCE OF 44.18 MILES; THENCE N 14° 23' E A DISTANCE OF 5183 FEET TO THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 10 SOUTH, RANGE 98 WEST, 6<sup>TH</sup> P.M.; THENCE S 71° 03' E ACROSS DEBEQUE CANYON AND THE COLORADO RIVER A DISTANCE OF 3424 FEET TO A POINT ON BAILEY POINT ; THENCE SOUTHEASTERLY ALONG THE NORTHERLY BOUNDARY OF THE RAPID CREEK DRAINAGE BASIN A DISTANCE OF 8.17 MILES TO A POINT ON THE NORTHEASTERLY RIM OF A GEOLOGIC FORMATION KNOWN AS THE "GRAND MESA", WHENCE THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 97 WEST, 6<sup>TH</sup> P.M. BEARS S 50° 19' E A DISTANCE OF 3883 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIM OF A GEOLOGIC FORMATION KNOWN AS THE "GRAND MESA" A DISTANCE OF 14.08 MILES TO A POINT ON SAID NORTHEASTERLY RIM OF A GEOLOGIC FORMATION KNOWN AS THE "GRAND MESA", WHENCE THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 95 WEST, 6<sup>TH</sup> P.M. BEARS N 79° 28' E A DISTANCE OF 8947 FEET; THENCE S 56° 49.5' E A DISTANCE OF 6048 FEET TO A POINT ON THE MESA AND DELTA COUNTY LINE, WHENCE SAID NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 95 WEST, 6<sup>TH</sup> P.M. BEARS N 37° 03' E A DISTANCE OF 6197 FEET; THENCE SOUTHWESTERLY ALONG SAID MESA AND DELTA COUNTY LINE A DISTANCE OF 29.33 MILES TO THE CORNER OF SAID MESA AND DELTA COUNTIES ALSO BEING A POINT ON THE WESTERLY BANK OF THE GUNNISON RIVER, WHENCE THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 SOUTH, RANGE 98 WEST, 6<sup>TH</sup> P.M. BEARS N 06° 25' W A DISTANCE OF 4602 FEET; THENCE NORTHWESTERLY ALONG SAID WESTERLY BANK OF THE GUNNISON RIVER A DISTANCE OF 24.35 MILES TO THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 100 WEST, 6<sup>TH</sup> P.M. AND A POINT ON THE SOUTHERLY TOWNSHIP LINE OF TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE P.M.; THENCE WESTERLY ALONG SAID SOUTHERLY TOWNSHIP LINE OF TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE P.M. A DISTANCE OF 3.47 MILES TO THE CENTERLINE OF A COUNTY ROAD KNOWN AS "LITTLE PARK ROAD", WHENCE SAID SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 100 WEST, 6<sup>TH</sup> P.M. BEARS S 74° 19' E A DISTANCE OF 2615 FEET ; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF A COUNTY ROAD KNOWN AS "LITTLE PARK



ROAD" A DISTANCE OF 6.15 MILES TO THE EASTERLY BOUNDARY LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 101 WEST, 6<sup>TH</sup> P.M., WHENCE THE NORTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 12 SOUTH, RANGE 101 WEST, 6<sup>TH</sup> P.M. BEARS N 00°08' W A DISTANCE OF 4709 FEET; THENCE ALONG THE GLADE PARK EASTERN DRAINAGE DIVIDE THE FOLLOWING 25 COURSES:

S 36°51' W A DISTANCE OF 2824 FEET; THENCE  
S 02°01' W A DISTANCE OF 1257 FEET; THENCE  
S 29°58' W A DISTANCE OF 5186 FEET; THENCE  
S 67°37' W A DISTANCE OF 1797 FEET; THENCE  
S 43°41' W A DISTANCE OF 2332 FEET; THENCE  
S 83°42' W A DISTANCE OF 2492 FEET; THENCE  
N 49°45' E A DISTANCE OF 3376 FEET; THENCE  
N 05°38' E A DISTANCE OF 3527 FEET; THENCE  
N 55°26' W A DISTANCE OF 3148 FEET; THENCE  
N 36°11' W A DISTANCE OF 2247 FEET; THENCE  
N 20°30' E A DISTANCE OF 4809 FEET; THENCE  
N 03°49' E A DISTANCE OF 2988 FEET; THENCE  
N 45°00' W A DISTANCE OF 3387 FEET; THENCE  
N 77°21' W A DISTANCE OF 2463 FEET; THENCE  
N 24°01' W A DISTANCE OF 2633 FEET; THENCE  
S 81°47' W A DISTANCE OF 3182 FEET; THENCE  
N 04°39' W A DISTANCE OF 1849 FEET; THENCE  
N 62°11' W A DISTANCE OF 1311 FEET; THENCE  
N 77°48' W A DISTANCE OF 2782 FEET; THENCE  
N 03°43' W A DISTANCE OF 3464 FEET; THENCE  
N 23°19' E A DISTANCE OF 3432 FEET; THENCE  
N 00°17' E A DISTANCE OF 4073 FEET; THENCE  
N 52°27' W A DISTANCE OF 5401 FEET; THENCE  
N 64°30' W A DISTANCE OF 1667 FEET; THENCE  
N 06°29' E A DISTANCE OF 841 FEET TO A POINT ON THE NORTHEASTERN RIM OF A GEOLOGIC FORMATION KNOWN AS "BLACK RIDGE", WHENCE SAID NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 102 WEST, 6<sup>TH</sup> P.M. BEARS N 15°11' E A DISTANCE OF 1693 FEET; THENCE ALONG SAID NORTHEASTERN RIM OF A GEOLOGIC FORMATION KNOWN AS "BLACK RIDGE" THE FOLLOWING 7 COURSES:  
N 46°29' E A DISTANCE OF 2404 FEET; THENCE  
N 59°42' E A DISTANCE OF 1255 FEET; THENCE  
N 83°07' E A DISTANCE OF 3820 FEET; THENCE  
N 57°49' E A DISTANCE OF 963 FEET; THENCE  
N 36°52' E A DISTANCE OF 1048 FEET; THENCE  
N 16°01' E A DISTANCE OF 1111 FEET; THENCE  
N 00°38' W A DISTANCE OF 2062 FEET TO A POINT ON THE NORTHEASTERN RIM OF A GEOLOGIC FORMATION KNOWN AS "BLACK RIDGE", WHENCE SAID NORTH QUARTER CORNER OF SECTION 25 AND A POINT ON THE EASTERLY , TOWNSHIP 11 SOUTH, RANGE 102 WEST, 6<sup>TH</sup> P.M. BEARS S 05°20' E A DISTANCE OF 342 FEET; THENCE ALONG THE EASTERLY

BOUNDARY OF THE DEVILS CANYON DRAINAGE BASIN THE FOLLOWING 5 COURSES:

N 40°54' W A DISTANCE OF 3646 FEET; THENCE  
N 14°50' E A DISTANCE OF 2561 FEET; THENCE  
N 20°14' W A DISTANCE OF 3447 FEET; THENCE  
N 30°24' W A DISTANCE OF 1431 FEET; THENCE  
N 51°19' W A DISTANCE OF 899 FEET TO THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 2 WEST, UTE P.M.; THENCE N 00°04' E ALONG THE WESTERLY BOUNDARY LINE OF SAID TOWNSHIP 1 NORTH, RANGE 2 WEST, UTE P.M. A DISTANCE OF 18516 FEET TO A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER, WHENCE THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 WEST, UTE P.M. BEARS S 00°04' W A DISTANCE OF 2690 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY BANK OF THE COLORADO RIVER A DISTANCE OF 4.63 MILES, WHENCE THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST, UTE P.M. BEARS N 16°36' W A DISTANCE OF 5230 FEET; THENCE N 47°59' W ACROSS SAID COLORADO RIVER A DISTANCE OF 5223 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE HORSETHIEF CANYON DRAINAGE BASIN; WHENCE THE NORTHWEST CORNER OF SAID SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST, UTE P.M. BEARS N 61°58' W A DISTANCE OF 3284 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY OF THE HORSETHIEF CANYON DRAINAGE BASIN THE FOLLOWING 15 COURSES:

N 47°59' W A DISTANCE OF 4570 FEET; THENCE  
N 61°14' W A DISTANCE OF 1267 FEET; THENCE  
N 08°15' E A DISTANCE OF 1615 FEET; THENCE  
N 58°13' W A DISTANCE OF 2453 FEET; THENCE  
N 55°16' W A DISTANCE OF 1237 FEET; THENCE  
N 75°46' W A DISTANCE OF 971 FEET; THENCE  
N 27°21' E A DISTANCE OF 1678 FEET; THENCE  
N 23°41' W A DISTANCE OF 2642 FEET; THENCE  
N 65°48' W A DISTANCE OF 1385 FEET; THENCE  
N 89°44' W A DISTANCE OF 1592 FEET; THENCE  
S 70°07' W A DISTANCE OF 1039 FEET; THENCE  
N 51°33' W A DISTANCE OF 5899 FEET; THENCE  
S 51°36' W A DISTANCE OF 3690 FEET; THENCE  
S 88°02' W A DISTANCE OF 2881 FEET; THENCE  
N 84°43' W A DISTANCE OF 1261 FEET TO THE NORTHERLY BANK OF SAID COLORADO RIVER, WHENCE THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 103 WEST, 6TH P.M. BEARS S 53°18' E A DISTANCE OF 3997 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY BANK OF THE COLORADO RIVER AND ACROSS THE SALT CREEK DRAINAGE A DISTANCE OF 0.60 MILES, THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID SALT CREEK DRAINAGE THE FOLLOWING 3 COURSES:

N 32°33' E A DISTANCE OF 3574 FEET; THENCE  
N 58°07' E A DISTANCE OF 2083 FEET; THENCE

N 76°00' E A DISTANCE OF 3031 FEET TO A POINT ON SAID SALT CREEK DRAINAGE AND ON THE WESTERLY BOUNDARY OF THE WEST SALT CREEK DRAINAGE, WHENCE THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 103 WEST, 6TH P.M. BEARS N 82°03' E A DISTANCE OF 2726 FEET; THENCE ALONG SAID WESTERLY BOUNDARY OF THE WEST SALT CREEK DRAINAGE THE FOLLOWING 14 COURSES:

N 34°39' W A DISTANCE OF 6419 FEET; THENCE  
N 47°28' W A DISTANCE OF 6838 FEET; THENCE  
S 14°35' W A DISTANCE OF 7128 FEET; THENCE  
S 68°44' W A DISTANCE OF 6272 FEET; THENCE  
S 66°03' W A DISTANCE OF 6263 FEET; THENCE  
S 72°33' W A DISTANCE OF 2797 FEET; THENCE  
N 45°33' W A DISTANCE OF 2540 FEET; THENCE  
N 20°22' W A DISTANCE OF 1736 FEET; THENCE  
N 56°27' W A DISTANCE OF 4614 FEET; THENCE  
N 41°45' W A DISTANCE OF 3334 FEET TO A POINT ON THE CENTERLINE OF U.S. HIGHWAY 6, THENCE  
N 39°31' E TO THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 9 SOUTH, RANGE 104 WEST, 6TH P.M. A DISTANCE OF 6971 FEET; THENCE  
N 00°24' W A DISTANCE OF 10546 FEET; THENCE  
N 12°28' W A DISTANCE OF 2914 FEET; THENCE  
N 45°44' W A DISTANCE OF 2288 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE PRAIRIE CANYON DRAINAGE BASIN, WHENCE THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 104 WEST, 6TH P.M. BEARS N 80°34' E A DISTANCE OF 5033 FEET; THENCE ALONG SAID WESTERLY BOUNDARY OF THE PRAIRIE CANYON DRAINAGE BASIN THE FOLLOWING 7 COURSES:  
S 64°27' W A DISTANCE OF 1282 FEET; THENCE  
N 22°15' W A DISTANCE OF 13013 FEET; THENCE  
N 71°20' E A DISTANCE OF 1884 FEET; THENCE  
N 48°07' W A DISTANCE OF 5606 FEET; THENCE  
N 25°44' W A DISTANCE OF 3307 FEET; THENCE  
N 40°56' W A DISTANCE OF 3990 FEET; THENCE  
N 10°18' W A DISTANCE OF 4628 FEET TO THE POINT OF BEGINNING.

SAID BOUNDARY CONTAINS 830 SQUARE MILES.

DESCRIPTION WRITTEN BY:

BERNARD F. KOCHER, JR. PLS 20141

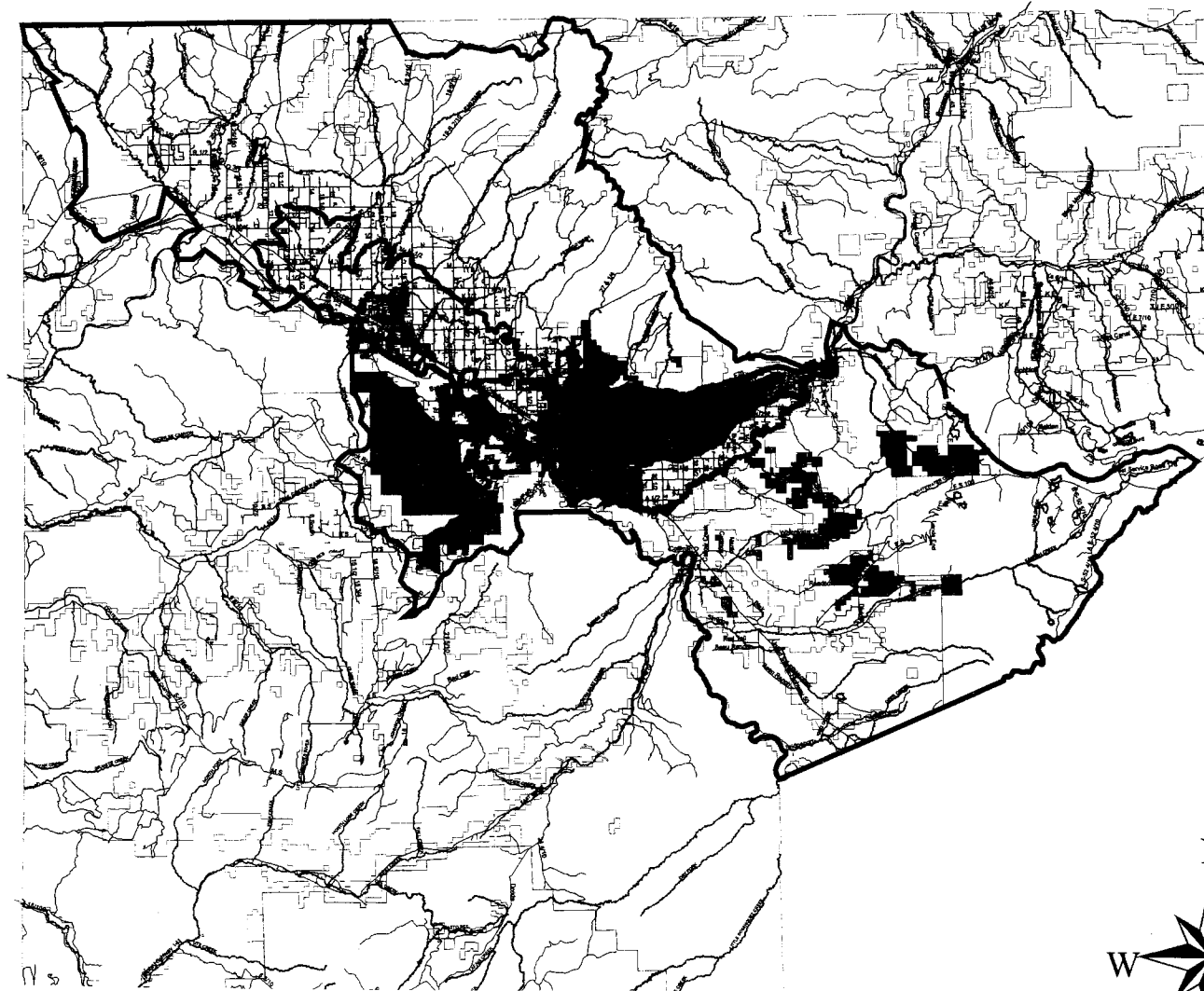
**MESA COUNTY DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION / SURVEY SECTION**













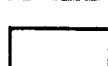

750 Main St., Grand Junction, Colorado 81502

(970) 244-1826 FAX (970) 255-7171

**Exhibit B**

# Drainage Authority Boundary



-  OMID
-  GJDD
-  Palisade
-  Grand Junction
-  Fruita
-  Streams
-  Rivers
-  Roads
-  Monument
-  Urbanized Area
-  GJ Property
-  Natl Forest
-  BLM
-  Proposed DA Boundary

0 20 Miles

