

ENV81SUC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: ENVIRONMENTAL PROTECTION AGENCY

SUBJECT/PROJECT: SUCCESSOR IN INTEREST AGREEMENT FOR
EPA FUNDING, CO-8037-22, CO-80337-23 AND CO-80337-24
TRANSFER OF GRANT FUNDING

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SUCCESSOR IN INTEREST AGREEMENT

THIS AGREEMENT, entered into as of the 22 day of January 1981, by and between the CITY OF GRAND JUNCTION, a municipal corporation duly organized and existing under the laws of the State of Colorado, with its principal office in Grand Junction, Colorado, (hereinafter referred to as the "Transferor"); the COUNTY OF MESA, a county of the State of Colorado, duly organized and existing under the laws of the State of Colorado, with its principal office in Grand Junction, Colorado, (hereinafter referred to as the "Transferee"); and the ENVIRONMENTAL PROTECTION AGENCY.

WITNESSETH THAT

WHEREAS, the Environmental Protection Agency (EPA) represented by its grant award official, has made certain grants to the Transferor, CO-80337-22, CO-80337-23 and CO-80337-24; and the term "grants" as hereinafter used means the above referenced grants, including modifications thereto, heretofore made between the EPA, represented by its grant award official, and the Transferor (whether or not performance and payment have been completed and releases executed, if the EPA or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made between the EPA and the Transferee;

WHEREAS, the Transferor and Transferee have entered into agreements concerning the facilities contemplated under the grant numbers stated and facilities related to them;

WHEREAS, by virtue of said agreement, conveyance and transfer, the Transferee will assume all the duties, obligations and liabilities of the Transferor under the grants;

WHEREAS, the Transferee is in a position to fully perform said grants, and such duties and obligations as may exist under said grants;

WHEREAS, it is consistent with the EPA interest to recognize the Transferee as the successor party to the grants; and

WHEREAS, there has been filed with the EPA evidence of said assignment, conveyance or transfer;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor does hereby release and discharge the EPA from, and does hereby waive, all claims, demands, and rights against the EPA which it now has or may hereafter have in connection with said grants, except any allowable costs incurred in the performance of said grants prior to the transfer of said grants to the County of Mesa.

2. The Transferee hereby assumes responsibility for, be bound by and agrees to comply with the terms and conditions of said grants, applicable laws and regulations of the EPA.

3. The EPA hereby recognizes the Transferee as the Transferor's successor in interest in and to said grants. The Transferee hereby becomes entitled to all the interest of the Transferor in and to said grants in all respects as if the Transferee were the original party to said grants. The term "grantee" as used in said grants shall be deemed to refer to the Transferee rather than the Transferor.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

ENVIRONMENTAL PROTECTION AGENCY:

Attest:

My Commission Expires Dec. 1, 1983

Julia M. Mitchell
Notary Public

By: William H. Rosenberg
Title: Director

Attest:

Neva S. Lockhart, CMC
City Clerk

TRANSFEROR:
CITY OF GRAND JUNCTION

By: James J. Dumbky
Title: Mayor

TRANSFEEE:
COUNTY OF MESA

By: Maime Albers
Title: Chairman

