

MSC08RIV

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT (IGA)
NAME OF CONTRACTOR:	MESA COUNTY
SUBJECT/PROJECT:	RIVERFRONT PROJECT THROUGH GRANTS RECEIVED BY GREAT OUTDOORS COLORADO (GOCO) SPECIFICALLY LOWER NO THOROUGHFARE TRAIL
CITY DEPARTMENT:	ADMINISTRATION
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

**MCA 2008-063**  
**PROJECT AGREEMENT**  
(Between Mesa County and the City of Grand Junction)

This Agreement is made this 21st day of July, 2008 between **Mesa County** ("County") and the **City of Grand Junction** ("City"), together the City and the County may be referred to as the Parties ("Parties"); Witnesseth:

**I. Recitals**

A. Mesa County ("the County") has applied for and received a grant from Great Outdoors Colorado, (GOCO) for the Mesa County Colorado Riverfront Project ("the Project");

B. The Grant Agreement between GOCO and the County is attached to this agreement as Exhibit A and is incorporated by this reference as if set forth;

C. The City of Grand Junction ("the City") is a partner in the Project with respect to the property and improvements at the Lower No Thoroughfare Trail section (described and depicted in Exhibit B). The County is responsible for all other Project elements, principally the Clifton Nature Park Trail section. The Parties intend by this agreement for the County to be the conduit through which the City will receive the benefit of the grant associated with the improvements described in Exhibit B;

D. The City intends to bind itself to the County for those County's obligations in the Grant Agreement that are described in Exhibit B with the understanding and so long as the County pays, reimburses and otherwise makes the City whole for funds that the City expends on behalf of the improvements described in Exhibit B;

E. The City intends to convey to the County a limited interest in the real property described in Exhibit B, which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement;

Therefore, in consideration of the mutual promises stated below and other valuable consideration, the Parties agree:

**II. Agreement**

1. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The City will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent that are described in Exhibit B. The City agrees to be responsible for having all work performed and will then submit appropriate bills to Mesa County for the agreed-to scope of said project to County for financial reimbursement. The City further assumes and agrees to perform all those County obligations to GOCO in the Grant Agreement that are described in Exhibit B.

2. The County does not assume any obligation to the City to construct, operate, or maintain those improvements contemplated by the grant that are described in Exhibit B. The parties agree that they do not anticipate cost over-runs from the cost set forth in the grant scope of work and award amount. At the first notice that a cost over-run may be eminent, the City agrees to immediately notify the County at the earliest time possible. The parties agree that they will then do any or all of the following: a) renegotiate the scope, b) renegotiate this contract. But, in no event shall the City simply assume that the County will be inherently responsible for the cost of any over-runs. This paragraph must first have been complied with prior to the County participating in any cost over-runs.

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, the City shall be responsible to the County for any claim under the Grant Agreement associated with the property and improvements described in Exhibit B, in the same manner and extent as the County may be responsible to GOCO. The City shall not be liable for the negligence or other wrongful act of the County. The County shall not be liable for the negligence or other wrongful act of the City nor its contractors or sub-contractors.

4. The City shall operate and maintain the improvements contemplated by the Grant Agreement that are described in Exhibit B, in accordance with established City policy. Should any claim for personal injuries, property damage or wrongful death be asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the parties shall be responsible for such claim in the manner provided by the Colorado Governmental Immunity Act and other applicable Colorado law concerning liability. The Parties shall not be jointly and severally liable for such claims.

5. By executing this agreement the Parties do not waive any immunity or limitation of liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

6. This agreement does not create any rights in any individual not a party to this agreement.

7. This document, and exhibits, shall constitute the entire agreement of the Parties.

8. The City hereby grants to the County a limited license in, and right of entry to, the property described in Exhibit B for the purposes stated in the Grant Agreement, Exhibit A, and for no other purpose. Such license and right of entry shall be exercised only in the event the City has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the County, for the County to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the County to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all County obligations under the Grant Agreement.

ATTEST:

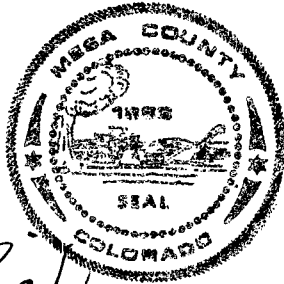


CITY COUNCIL  
CITY OF GRAND JUNCTION

Stephanie Turner  
(name) City Clerk  
(title)

Laurie Kadrich  
For City Manager

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
OF MESA COUNTY

Janice Rich  
Janice Rich  
Clerk and Recorder  
by Robert Kaly deputy

Janet Rowland  
Janet Rowland  
Chair

**Exhibit A: Grant Agreement between GOCO and Mesa County**

**Exhibit B: A Description of the Lower No Thoroughfare Trail Project Element**

**EXHIBIT A**

**GRANT AGREEMENT BETWEEN GOCO AND MESA COUNTY**

(previously approved by BOCC – no additional copies attached in order to conserve paper.  
Contact Facilities & Parks 244-3230 if additional copies are required.)

**EXHIBIT B**

**LOWER NO THOROUGHFARE TRAIL PROJECT  
BUDGET AND TIMELINE**

## GOCO #08301 Mesa County Colorado Project Budget: Lower No Thoroughfare Trail

Source of Funds	Date Secured	GOCO Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
<b>CASH</b>					
Mesa County	October '07	\$250,329	\$160,000		\$410,329
Riverfront Foundation, Inc.	April '08			\$50,000	\$50,000
Tamarisk Coalition	May '09			\$30,875	\$30,875
					\$0
<b>IN-KIND</b>					
Riverfront Foundation, Inc.	April '08			\$26,061	\$26,061
					\$0
<b>TOTAL SOURCE OF FUNDS</b>		<b>\$250,329</b>	<b>\$160,000</b>	<b>\$106,936</b>	<b>\$517,265</b>
Use of Funds	Date to Be Spent	GOCO Funds	Applicant Funds	Partner Funds	Total Funding (\$)
<b>CASH</b>					
<b>Design</b>					
Final Design/Engineering/Geotech/Survey*	April '07		20,000		\$20,000
<b>Site Preparation</b>					
Mobilization	July '09		7,500.00		\$7,500
Clear and Grub	July '09		10,000.00		\$10,000
Demolition	July '09		2,500.00		\$2,500
Excavation	July '09		5,000.00		\$5,000
<b>Trail Construction</b>					
Subgrade Stabilization	September '09	9,360			\$9,360
Base	September '09	41,700			\$41,700
6" Concrete Path	October '09	164,220			\$164,220
One-half mile sidewalk					\$0
<b>Bridges</b>					
Steel Spans (2 @ 25' ea.)	November '09			50,000	\$50,000
Structural Concrete	September '09	35,049	3,351		\$38,400
D Rd. Bridge Modifications	June '09		45,000.00		\$45,000
Cattle Underpass					\$0
<b>Habitat Restoration</b>					
Tamarisk Removal	August '09		2,500.00	10,000	\$12,500
Replanting	October '09		16,625.00	20,875	\$37,500
<b>On-Site Facilities</b>					
Trailhead Parking Lot					\$0
Shaded Lunch Pavilion					\$0
Wildlife Viewing Structures					\$0
Furnishings					\$0
<b>Other</b>					
Signage and Striping	June '09		500.00		\$500
Easement Fencing					\$0
Conservation Easement					\$0
<b>USE OF FUNDS - CASH SUBTOTAL</b>		<b>250,329</b>	<b>112,976.00</b>	<b>80,875</b>	<b>\$444,180</b>
<b>IN-KIND</b>					
Trail Easement	April '08			26,061	\$26,061
					\$0
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$26,061</b>	<b>\$26,061</b>
<i>10% Contingency</i>		\$0	\$0	\$0	\$47,024
<b>TOTAL PROJECT COST</b>		<b>\$250,329</b>	<b>\$112,976</b>	<b>\$106,936</b>	<b>\$517,265</b>
* One half of actual cost.					

**Timeline: Mesa County Colorado Riverfront Project - GOCO #08301**

Task	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	
<b>Lower No Thoroughfare Trail</b>																								
D Rd. Bridge Modifications																								
Site Preparation																								
Trail Subgrade Stabilization																								
Lay Trail Base																								
Construct Concrete Path																								
Construct Bridge Piers																								
Install Bridges																								
Tamarisk Removal																								
Plant Native Species																								
Grand Opening																								
Final Report to GOCO																								