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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | CONTRACT |
| NAME OF CONTRACTOR: | MESA COUNTY VALLEY SCHOOL DISTRICT #51, MESA COUNTY, CITY OF GRAND JUNCTION |
| SUBJECT/PROJECT: | PEAR PARK ELEMENTARY BICYCLE/PEDESTRIAN ACCESS IMPROVEMENTS |
| CITY DEPARTMENT: | PUBLIC WORKS AND PLANNING |
| YEAR: | 2007 |
| EXPIRATION DATE: | NONE |
| DESTRUCTION DATE: | NONE |

Memorandum of Understanding
between
The Mesa County Valley School District #51, City of Grand Junction
and Mesa County, Colorado
for the

Pear Park Elementary bicycle/pedestrian access
improvements

The parties to this Memorandum of Understanding (AGREEMENT) are the Board of County Commissioners of Mesa County, Colorado, (COUNTY) and the City Council of the City of Grand Junction, Colorado (CITY) and the Mesa County Valley School District #51 (District). Collectively referred to as the (Parties).

I. Introduction

It is recognized that it is in the best interests of the Parties to purchase a property near the south-east corner of the Pear Park Elementary school property to provide a link between the school and nearby sidewalks. Construction of a concrete path between the elementary school and the existing subdivisions would allow students to walk to school along routes that would keep the young students away from D ½ Road, the route currently in use.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communication and responsibility for the various work items necessary to accomplish the purchase of property, demolition of the structure, and construction of a concrete path between Pear Park Elementary and surrounding neighborhoods, together to be known as the Project. This AGREEMENT also establishes the intention of all parties to cooperatively fund an equal share of the planning, purchase, demolition, design, bidding and construction of the Project work.

III. Procedure

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

- 1) The Parties will make every effort to budget funds through the phases as shown below:

| Project Funding Source | 2007 |
|------------------------|-----------|
| School District #51 | \$60,000 |
| County | \$60,000 |
| City | \$60,000 |
| TOTAL | \$180,000 |

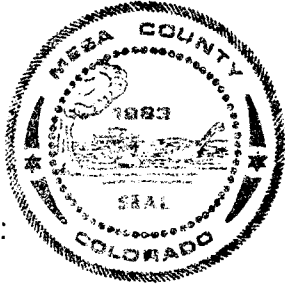
- 2) The Parties agree to carry over any unexpended funds for this Project from year to year to maintain the overall budget for the Project.
- 3) The County and City staff will work together to schedule demolition of the structure, site cleanup, final site shaping, and construction of a 10-foot wide concrete path on the site. After demolition is complete including termination of all utility service connections, a site tour will determine the suitability of perimeter fence and any repairs/replacement to the fence shall be made. Area outside of the concrete path will be left unlandscaped and in a native form. Any or all items may be completed by contractors and/or County or City staff. Activities completed by County or City staff shall be considered project costs in a time and materials basis and deducted from County or City contribution amounts.
- 4) The County will manage the project from acquisition through final construction. A Project Team will consist of the representatives from Mesa County, City of Grand Junction, and District. The County representative shall keep the Project Team reasonably informed about progress, schedule, and costs. The Mesa County Property Agent shall acquire the property with \$60,000 from District and the remainder of acquisition costs including closing costs to be split 50/50 by Mesa County and City of Grand Junction. At the completion of the concrete path, the property and improvements shall be deeded to District.
- 5) To minimize the effect of the receiving revenue limitations on all Parties, contracts may be written so that payments may be made directly to the property owner for acquisition by either the CITY or the COUNTY or District. In addition contracts may be written so that payments may be made directly contractor(s) by either the CITY or the COUNTY or District for separate portions of progress payments. Following receipt of such a contract and upon approval of an invoice from a contractor(s), the contracting party (CITY, COUNTY, or DISTRICT) will make payments directly to the contractor(s).
- 6) The CITY, DISTRICT and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, Parties agree that the total of the Project actual cost will be divided equally. The Parties further agree that the total funding expected of all parties will not

exceed the levels presented in the above table except by mutual, written modification of this AGREEMENT.

IV. Administration

- A. Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY, CITY or the DISTRICT, or as binding either party to perform beyond the respective authority of each, or as requiring either party to assume or expend any sum in the excess of appropriations available.
- B. This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend this AGREEMENT by mutual written attachment as the need arises. Any party may formally terminate this AGREEMENT after 30 days notice in writing to the other in the intention to do so and fulfillment of all outstanding legal obligations.
- C. The COUNTY will advertise, receive bids, and award a bid upon recommendation of the Project Management team. The COUNTY shall include all of the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the project is protected.

In Witness whereof, the parties herein have caused this document to be executed as of the date of the last signature shown below.



ATTEST:

Janice Rich
Clerk

[Signature]
Chairman of the Board
Mesa County Board of Commissioners

March 19, 2007
Date



ATTEST:

Stephanie Turn
Clerk

[Signature]
Mayor
Grand Junction City Council

March 26, 2007
Date

Ron Rowley
Chairman of the Board
Mesa County Valley School District #51

ATTEST:

Jamie Sidanya
Clerk

March 30, 2007
Date

Mesa County Valley School District No. 51



Intergovernmental Agreement Bicycle/Pedestrian Access to Pear Park Elementary School

Board of Education Resolution: 06/07:78

Adopted: March 20, 2007

WHEREAS, the City of Grand Junction (herein "City") and Mesa County, Colorado ("County") have presented the District with a Memorandum of Understanding (herein "MOU"), attached hereto as Exhibit A, to acquire a tract of land (herein the "Property") located adjacent to the District's Pear Park Elementary School to be improved, maintained and used as a bicycle/pedestrian path for students residing south and east of the School; and

WHEREAS, the path would reduce the walking route for students by 2000 feet and is intended as a safety measure for students; and

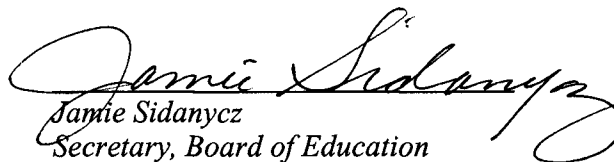
WHEREAS, legal title to the Property will be placed in the name of the District; and

WHEREAS, the MOU provides that District would contribute an amount not to exceed \$60,000 to acquire and improve the property with other costs to be shared by the City and the County.

NOW, THEREFORE, the Board of Education hereby approves, in concept, the Memorandum of Understanding with the City and County, and authorizes the Board President and Secretary to execute the same on behalf of the Board.

FURTHER RESOLVED, that the Board of Education authorizes the Superintendent to proceed in conjunction with legal counsel to prepare and execute such additional legal instruments and agreements as may be required to carry out the purpose and intent of the Memorandum of Understanding, including but not limited to documents necessary to consummate vest title to the Property in the District's name and provide for future care and maintenance of the Property.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on March 20, 2007.


Jamie Sidanycz
Secretary, Board of Education