

SCL82OMP

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: SCHOOL DISTRICT NO. 51 AND COUNTY OF MESA

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MEMORANDUM OF AGREEMENT
DATED JULY 22, 1982 TO COORDINATE THE LOCATION, FUNDING AND CONSTRUCTION OF
A SWIMMING POOL COMPLEX AT THE ORCHARD MESA JUNIOR HIGH SCHOOL (ORCHARD MESA
COMMUNITY CENTER POOL)

CITY DEPARTMENT: PARKS & RECREATION

YEAR: 1982

EXPIRATION DATE: 07/22/2082

DESTRUCTION DATE: 1/2089

MEMORANDUM OF AGREEMENT

Re: Orchard Mesa Junior High School Pool
Funded and Constructed by the City of Grand Junction and
Mesa County and known as the Orchard Mesa Community Center Pool

On this 22nd day of July, 1982, representatives of the City of Grand Junction, hereinafter called City, and Mesa County, hereinafter called County, and Mesa County Valley School District No. 51, hereinafter called District, collectively referred to as Parties, agree to the terms herein in order to coordinate the location, funding and construction of a Swimming Pool Complex at the Orchard Mesa Junior High School, hereinafter referred to as the Orchard Mesa Community Center Pool.

Terms Included:

1. The District agrees to provide the necessary land for the pool and building and related parking. In exchange for the land for the pool and building, the District will have a scheduled access to the pool facility as per the operational agreement. The City and County agree to redesign the parking lot adjacent and east of the pool and building and will at least chip and seal it.
2. The Assistant City Manager for the City, Ronald J. Ruskey, the Assistant County Administrator for the County, Mark S. Eckert and the Assistant Superintendent for Facilities Planning and Development for the District, Lou Grasso, are the designated representatives for the respective entities. As representatives, these individuals will deal jointly with the daily aspects of the construction phase. In particular, these representatives will be responsible for dealing with the engineer, architect and consultants and the construction manager and the respective governing boards of each entity through the completion of the construction in June, 1983. These representatives are empowered to make all decisions concerning construction of the project except as otherwise noted herein.
3. These representatives will get written approval from their respective boards for:
 - (a) any contracts with the engineer, architect, construction manager or other subcontractor;
 - (b) any change order that is equal to or greater than \$10,000.00.

This approval will be gained in a timely manner so as to avoid delays in the scheduling of construction activities.

4. Construction costs and fees for the erection of the Orchard Mesa Community Center Pool will be shared equally by the City and the County. The City will begin payment for the verifiable costs associated with the Orchard Mesa Community Center Pool as of May 1, 1982. Under no circumstances shall either entities' total direct costs exceed \$750,000.00:
 - (a) The City will be the fiscal agent on both the construction and operation of this facility;
 - (b) The County agrees to begin reimbursement on a schedule of payments to be derived at a later date no later than September of 1982. The reimbursement will be for one-half of the costs of construction, but will not exceed \$750,000.00.
5. The representatives are to receive all reports, diagrams or other materials germane to the project that are put out by the engineer or construction manager. All representatives will be alerted to any meetings, bid openings and alike generated by the project.
6. By the 10th day of each month during construction, each representative shall receive from the engineer and construction manager a detailed report of the expenditures accrued during the preceding month and as to progress during construction.
7. All releases to the electronic or printed media will be joint efforts wherein the roles of the City, the County and the District are recognized. If the representatives are not making the release, at least one elected official from all entities involved will jointly make that information available also.
8. The building will have a sign erected upon completion indicating the "Orchard Mesa Community Center Pool" and a plaque indicating "Built by the City, the County and Land provided by the District."
9. Provisions of Termination:
 - (a) If the construction of the pool facility is not completed by December 31, 1984:
 - (b) If use as a swimming pool is abandoned;
 - (c) When City and County no longer provide funds for repair, operation and maintenance;
 - (d) If the site or facility become unsuitable for use as a community swimming pool and, by reason of such condition, use as a community swimming pool is suspended for a period in excess of two years;
 - (e) Ninety-nine (99) years from now;

10. Upon termination the real property improvement shall become the property of the District.
11. In lieu of termination, should the County and City fail to provide necessary funds to complete construction or upon completion of construction to maintain, operate and repair the pool and pool building, the District shall have the right to provide for such completion, repair and maintenance and upon exercise of such right the District shall have exclusive use of the premises until such time as the City and/or the County have reimbursed the District for all expenditures made plus interest.
12. Pool facilities and the structure containing the same shall be owned jointly by the City and the County. Real estate together with all other improvements shall be the property of the District. Use of the site, the pool building, the pool and adjacent school facilities shall be governed by the operation agreement.

WITNESS our hands and official seals on the day and year first above written.

CITY OF GRAND JUNCTION

By: *Louis R. Brach*
Louis R. Brach, Mayor

By: *James E. Wycski*
James E. Wycski, City Manager

COUNTY OF MESA

By: *George White*
George White, Chairman
Board of County Commissioners

By: *Curt Wiedeman*
Curt Wiedeman, County Administrator

SCHOOL DISTRICT #51

By: _____
President of the School Board

By: *James A. Gurney*
School Superintendent