

RESOLUTION NO. 122-96

A resolution supporting the agreement between the City of Grand Junction and the Downtown Development Authority (DDA).

WHEREAS, the DDA and the City of Grand Junction supports the completion of a master plan for the Climax Mill tailings site in Grand Junction, Colorado; and

WHEREAS, the DDA has pledged \$7,500 to be leveraged against a \$13,000 grant award from the State Board of the Great Outdoors Colorado Trust Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The City Manager be authorized, on behalf of the City and as an agent of the City, to execute a memorandum of understanding with the Downtown Development Authority so that the City of Grand Junction will be eligible to accept \$7,500 from the DDA and \$13,000 from Great Outdoors Colorado to be utilized toward master planning the Climax Mill tailing's site in conjunction with the Colorado Riverfront Greenway Legacy Project.

PASSED AND APPROVED this 18th day of December 1996.

/s/ Linda Afman
President of the Council

ATTEST:

/s/ Stephanie Nye
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Grand Junction (hereinafter “City”) and the Grand Junction Downtown Development Authority (hereinafter “DDA”).

Whereas, the City and the DDA are both sponsors of the Colorado Riverfront Greenway Legacy Project and have joined with eleven other sponsors to accomplish the Colorado and Gunnison Riverfront Greenways in Mesa County; and

Whereas, DDA has been approved by Great Outdoors Colorado for a portion of the Colorado Riverfront Greenway Legacy grant, but GOCO has decided that DDA is not eligible to directly receive GOCO funds; and

Whereas, the City and DDA desire that the DDA’s \$7,500 and GOCO’s \$13,000 be used to pay for a master plan for the Climax Mill site.

NOW THEREFORE

1. DDA agrees to:

- a. Pay \$7,500 to the City which will supplement the \$13,000 GOCO grant which shall be used by the City as provided herein.
- b. Provide timely Great Outdoors Colorado reports to the Legacy Coordinator.
- c. Provide documentation needed for GOCO disbursement requests to the Legacy Coordinator which meets the standards outlined in the Technical Supplement.
- d. Include in the disbursement request the information needed for Great Outdoors Colorado to pay the requested grant money (\$13,000) to the City.
- e. Maintain the records required by Great Outdoors Colorado and make them available for their inspection.
- f. Provide information needed by the Legacy Coordinator to prepare the Colorado Riverfront Greenway Legacy Project annual report and revised work plan.
- g. Acknowledge Great Outdoors Colorado funding in publicity concerning DDA’s projects and activities and to include an overview of the Colorado Riverfront Greenway Legacy Project effort.

h. DDA shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from any and all claims, losses, injuries, debts, damages and lawsuits, costs and expenses, including attorney fees, which may, in any way, arise out of or result from or with result from acts or failure to act of DDA, its officers, agents and employees, or its subcontractors relating to the performance of the services, promises or duties as set forth in this Memorandum of Understanding or the Great Outdoors Colorado Grant Agreement.

i. DDA, its officers, agents, and employees and its contractors shall not unlawfully discriminate against any employee or applicant for employment and shall comply with any applicable laws prohibiting discrimination.

2. City agrees to:

a. Accept Great Outdoors Colorado grant funds and DDA's \$7,500 for the DDA project within the Colorado Riverfront Greenway Legacy Project and use such funds to develop a master plan for the Climax Mill site. The City will administer the master plan process through the Parks and Recreation Department.

3. Both Parties agree:

a. Good Faith - There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be of interest to the other party. The City's primary contact shall be Erik J. Stevens and DDA's shall be Barbara Creasman unless the parties notify the other otherwise.

b. In performing the work under this Memorandum of Understanding and in accomplishing projects within the Colorado Riverfront Greenway, DDA shall act as an independent contractor. DDA, its employees, servants and agents are not and shall not be construed as or become partners, employees, servants, or agents of the City.

c. Notices and other communication under the terms of this Memorandum of Understanding shall be in writing and either hand delivered or sent by first class mail, postage prepaid, addressed as follows:

Erik J. Stevens
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Barbara Creasman
Grand Junction Downtown Development Authority
115 North 5th Street
Grand Junction, CO 81501

d. Termination - This Memorandum of Understanding may be terminated by either party with thirty (30) days written notice.

City of Grand Junction

By: _____
Mark Achen, City Manager

Date: _____

Grand Junction Downtown Development Authority

By: _____
Title _____
Date _____

ss:ctydd:12/10/96