

GRAND JUNCTION LIONS CLUB – CITY OF GRAND JUNCTION  
COMMUNITY BETTERMENT FUNDING AGREEMENT  
LAS COLONIAS PARK AND AMPHITHEATER

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of June 2017, by and between the GRAND JUNCTION LIONS CLUB hereinafter referred to as "LIONS" OR "the LIONS" and the CITY OF GRAND JUNCTION hereinafter referred to as CITY" or "THE CITY;"

RECITALS:

Through its Community Betterment Committee, the LIONS have generously supported the Grand Valley community and projects for many years. The LIONS have benefitted and improved the community and our quality of life by making donations in excess of \$7,000,000. The LIONS consistently exemplify the bywords of the Lions Club founder Melvin Jones; "you can't get very far until you start doing something for somebody else."

One of the projects that the LIONS "started doing for somebody else" and have supported from its inception in 1987, is the effort to reclaim the Colorado River and develop it as a community resource with trails, open space and other recreational opportunities.

In 1997 the CITY acquired over 100 acres on the Colorado River in lower downtown Grand Junction. Since its acquisition the CITY has planned for the re-development of the property as a park. The property has come to be known as Las Colonias Park and has had many different plans for its development.

In early 2013 the LIONS selected the Park project for a \$300,000.00 grant. The CITY's development of the Park, and specifically the amphitheater, has benefited greatly from the LIONS' pledge; the CITY greatly appreciates the contribution and extends its sincere thanks to the LIONS.

With this Agreement the LIONS and the CITY are defining the various roles relative to the Las Colonias project donation. For and in consideration of the premises of this Agreement and other good and valuable consideration, the LIONS and the CITY agree as follows:

1. All work associated with the Las Colonias project may be referred to as "the Project" or "Project" and funds donated, pledged and otherwise awarded by the LIONS to or for the use of the Project may be referred to as "Funds" or "the Funds." The Project is depicted and described in Exhibit A to this Agreement. Exhibit A is incorporated by this reference as if fully set forth.

2. The LIONS agree that annually since 2013 they will provide Funds in the amount of no less than \$50,000 per year for the Project for a total of \$300,000. The Funds are to be used for construction and/or as matches for grant funding applications. The Lions have previously paid \$20,000 to the CITY towards its \$300,000 pledge leaving a current pledge balance of \$280,000.
3. The LIONS will commit to using their best effort to deliver the Funds to the CITY as provided in this Agreement and anticipate making a \$243,000 payment to the CITY at the ribbon cutting event for the amphitheater on July 6, 2017 and a final payment of \$37,000 before December 31, 2018.
4. To the extent authorized by law the CITY shall indemnify and hold harmless the LIONS and the officers and members of the same from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the design and construction of the Project and/or any such claims resulting or arising out of the use of Project facilities.
5. Paragraph 4 shall survive the termination of this Agreement.
6. The CITY, by and through the acceptance of the Funds is not creating a legal relationship (neither employment nor partnership/joint venture) with the LIONS or any person or persons participating in, assisting with, securing or otherwise receiving Funds for or on behalf of the LIONS and/or the Project.
7. The Funds when paid to the CITY are and become the property of the CITY subject to this Agreement; however, the LIONS shall have the right to audit, examine and copy the CITY's records related to this Agreement and any aspect of the Funds. The CITY shall make such records available to the LIONS, at City Hall, upon request and without charge, at any time and upon seventy-two hour's notice.
8. The LIONS shall promptly pay the FUNDS to the CITY. Furthermore, the LIONS shall file any and all reports, documents and records with the IRS or whatever other governmental agency has jurisdiction, so that the LIONS maintain its tax exempt status and so that donations are tax deductible charitable contributions.
9. The LIONS shall furnish the CITY, upon request, satisfactory evidence showing or certifying to the proper filing of all required reports, documents and records. The LIONS shall promptly pay, when due, all bills, debts and obligations incurred so that no lien, claim or demand shall accrue against the CITY and/or the Funds.

10. The CITY shall acknowledge the LIONS' contributions by: a) placing an engraved "funder boulder" in the East entry plaza at the amphitheater; b) mounting a 20"x 20" bronze plaque on North wall of the amphitheater building recognizing all project funders (next to the drinking fountains); c) including a "thank you" on the amphitheater website ([www.lascoloniasamphitheater.org](http://www.lascoloniasamphitheater.org)) to be displayed until July of 2019; d) develop and purchase a Facebook ad for two weeks promoting a 2017 or 2018 LIONS event(s); e) allow Lions booth space in a 2018 and 2019 CITY event, such as *Pork & Hops* and/or the *Southwest Arbor Fest*, to promote club membership; f) Lions will have one board member allowed to participate in the selection process for a permanent work of art commissioned by and through the Grand Junction Commission on Arts and Culture. Participation in the selection process includes reviewing submitted proposals and attending two Commission meetings to provide feedback. Artwork is to be placed near the east entrance to the amphitheater, which will include a plaque recognizing the LIONS. Total cost for the artwork, installation, and other associated expenses will be \$31,000; and g) 2 ½' x 3' historical sign to be placed South of the main entrance to the amphitheater and adjacent to the Riverfront Trail. Installation will be completed by the CITY and the LIONS will pay for the fabrication of the sign. The language of the sign is included as Exhibit B. The approximate locations for the placement of f) and g) are shown on the attached Exhibit C. The LIONS have reviewed and approved the terms of this paragraph and are satisfied with the character, quantity and location of the recognition provided for herein.

11. In the event any of the provisions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

12. The enforcement of the terms and conditions of this Agreement shall be strictly reserved to the CITY and the LIONS and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the LIONS and the CITY that any other person or legal entity, other than the CITY or the LIONS, receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

13. This Agreement shall be deemed to have been made and performed in, and shall be construed and interpreted in accordance with the laws of, the City of Grand Junction, Mesa County, Colorado.

14. The parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Manager, or his designee, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Agreement.


15. In the event of litigation relating to or arising out of or under a claim(s) of failed performance by a party or parties to this Agreement, the court must award to the prevailing party, as "prevailing" is determined by the court and/or applicable law, all reasonable costs and expenses, including attorney fees. If the CITY is the prevailing party, in-house legal services shall be valued at the prevailing rate of litigation counsel in Grand Junction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.


GRAND JUNCTION LIONS

by:   
Craig Glogowski  
President Grand Junction Lions Club


ATTEST:

by:   
Karl Clemens (name)  
Club Secretary (title)

CITY OF GRAND JUNCTION

by:   
Greg Caton  
City Manager

ATTEST:

by:   
Debra Kemp  
Acting City Clerk



## Exhibit B - Historical Sign Language

### THE GRAND JUNCTION LIONS CLUB

- Serving The Grand Valley Since 1929 --

Since 1986, the Lions Club's vision has been to reclaim the riverfront and develop Las Colonias Park. The Lions Club provided the initial funds for the acquisition of Watson Island and clean-up of its automotive salvage yard. The Watson Island cleanup effort created the spark that led to the removal of the uranium mill tailings from the current Las Colonias Park site. Club members, along with City and County officials, established the Riverfront Commission, with a goal to develop a riverfront trail system from Fruita to Palisade. The Club provided funding for the Botanical Gardens, the Las Colonias Park east-end pedestrian bridge, Eagle Rim Park overlooking Las Colonias Park, and other riverfront projects. The Lions Club donated the initial funding of \$300,000 for the amphitheater, the crown jewel of the revitalized riverfront. As of 2017, the Lions Club has donated over \$7 million to worthy Grand Valley projects, including more than \$580,000 for the development of the riverfront trail system, Las Colonias Park, and what club members affectionately refer to as the Lions Amphitheater.

Exhibit C - Art and Sign Location

