

Circle Park Phase II  
Project MAU  
11/16/2021

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the TOWN OF MEEKER, COLORADO (the "Town") and the EASTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT ("ERBM"), collectively referred to herein as the Parties.

**WHEREAS**, the Parties are operating under a Parks Lease Agreement and Amendments to the Agreement (collectively, the "Lease Agreement") wherein ERBM leases certain property owned by the Town for the purpose of providing to the general public parks, open space and recreation facilities and services; and

**WHEREAS**, the Parties desire to cooperate in the manner described herein to provide contribution to improvements to the property identified in the Lease Agreement as the Town Circle Park ("Circle Park"); and

**WHEREAS** the improvements to be made to Circle Park are outlined in a technical memorandum dated December 11, 2020 from SWCA Environmental Consultants attached hereto as Exhibit A, and are identified as White River enhancement at Circle Park and access improvements at 3<sup>rd</sup> and 10<sup>th</sup> Streets ("Circle Park Phase II Project" or "Project"); and

**WHEREAS**, the Town and ERBM desire to contribute time and resources to the Circle Park Phase II project and share any fiscal responsibility for the Project on an equal basis, with all monetary contributions by the Parties being equivalent, all as further set forth herein; and

**WHEREAS**, this MOU is a voluntary agreement which will commence on the date the last Party signs and will continue until the earlier of: (a) the Parties mutually agreeing in writing to terminate this MOU or (b) the Parties failing to receive grant funds as specified in paragraph 1, below or (c) either Party providing the other Party with ten (10) business days prior notice of termination; and

**WHEREAS**, nothing in this MOU shall be deemed or construed as creating a multiple fiscal year obligation on the part of the Town or ERBM within the meaning of Colorado Constitution, Article X, Section 20 or any other constitutional or statutory provisions; and


**WHEREAS**, the purpose of this MOU is to set forth the intent of the Parties in accomplishing a mutual goal through a cooperative working relationship, the signing of this MOU does not constitute a binding obligation on either Party but rather signifies that each Party will strive to the best of its ability to achieve the goals of this MOU.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. The Parties agree that they will each budget \$250,00.00 for the Circle Park Phase II Project, for a total combined amount of \$500,000.00, and that they will jointly apply for both Department of Natural Resources CWCB and GOCO grant funding for the Circle Park Phase II project. ERBM will be responsible for drafting the grant request and sending to the Town for approval prior to submission. If grant funding is awarded, the parties will move forward as set forth below. If grant funding is not awarded, no funds will be expended toward the Project by either party, this MOU will terminate and the Parties will have no further responsibilities under this MOU.
2. Any amounts contributed by the Parties to the Project shall be equal under all circumstances, including with regard to any unanticipated expenses or overages.
3. The Town will act as the fiscal agent for management of the grant funds for the Circle Park Phase II Project, with such funds only being expended upon the mutual agreement of the Parties.
4. For the terms of the grant application, ERBM will act as the Project Manager for the Circle Park Phase II Project, but project management shall be executed as follows:
  - a. The Parties will, upon mutual agreement, hire an experienced, third-party consultant with specific expertise in projects similar to the Circle Park Phase II Project to act as the project manager for the Project ("Project Manager"); and
  - b. The Project Manager will be responsible for directing the contractor/firm that the Parties hire to conduct the Project work; and
  - c. A committee shall be appointed by the Town and ERBM to assist with oversight of project management by the Project Manager; this committee shall be made up of two (2) board members from each entity, as well as at least one employee from each entity.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on this 16<sup>th</sup> day of Nov., 2021.

BOARD OF TRUSTEES  
TOWN OF MEEKER

By:   
Kent A. Borchard, Mayor

EASTERN RIO BLANCO METROPOLITAN  
RECREATION & PARK DISTRICT

By:   
Kent Walter, President

ATTEST:

  
Lisa Cook, Town Clerk

ATTEST:

  
Rob Baughman, Secretary