

**MEMORANDUM OF UNDERSTANDING BETWEEN MESA COUNTY,  
COLORADO AND MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51  
CONCERNING THE COORDINATION OF DISTRICT FACILITIES  
CONSTRUCTION**

THIS MEMORANDUM OF UNDERSTANDING (hereafter "MOU") is entered into as of the 20<sup>th</sup> day of April 2010, by and between the County of Mesa, Colorado (hereafter "County"), and Mesa County Valley School District 51 (hereafter "District"), together referred to as "Parties".

The purpose of this MOU is to coordinate capital improvement plans for the construction of new District facilities and infrastructure between the County and District in order to create a well planned and developed community. This includes coordinating the Districts Facilities Plan with the County's Master Plan to develop long range plans and establish estimated construction timelines. Both parties agree to work together during the planning and design phase of future project(s).

**RECITALS**

WHEREAS, the County and District have a history of entering into mutually beneficial agreements that benefit the community.

WHEREAS, the County is responsible for providing residents with effective and efficient services, including the construction of critical infrastructure in proximity to District facilities when located in the County's jurisdiction.

WHEREAS, the District is responsible for constructing new school facilities based on growing needs of the community.

WHEREAS, the County wishes to be involved with the District's project team during the planning & design phase of new District facility projects.

NOW, THEREFORE, in consideration of the recitals stated above and the keeping and performance of this MOU hereinafter set forth, the Parties agree as follows:

1. The County and District agree to work together using the District's Facilities Plan and the County's Master Plan to identify school construction locations and estimated construction timelines in order to adequately plan and address infrastructure needs adjacent to District facilities.
2. As the District moves to implement the Facilities Master Plan through property acquisition, the District agrees to consult with County staff on available sites that meets the District needs and provides the necessary infrastructure at the lowest cost to the community.
3. Upon the decision to design and build a specific school site, the District shall notify the County and invite County Planning and Public Works staff to participate in an advisory capacity.
4. The County and District will meet as needed to coordinate plans, or at a minimum will meet annually to discuss and implement future plans for the community.

**I. ADMINISTRATION**

A. The following representatives or their designees have the authority to speak for their respective agencies for the purposes of this agreement:

Superintendent of Schools  
School District 51  
2115 Grand Avenue  
Grand Junction, CO 81501

County Administrator  
Mesa County  
544 Rood Avenue  
Grand Junction, CO 81501

B. In general, the representatives, their designees, or appropriate staff specialists will contact one another, as necessary, subject to this agreement and any supplemental agreements on a biannual basis to update this agreement.


C. Amendments or supplements to this agreement may be proposed by either party and shall become effective upon written approval of both parties.

D. Nothing in this agreement will be construed as limited or affecting in any way the authority or legal responsibility of the Board of County Commissioners or School District 51 Board of Education, or as binding either the County or the District to perform beyond the respective authority of each.

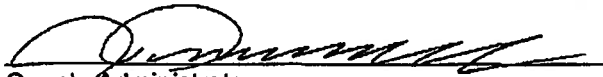
**II. TERM**

The term of this MOU (hereafter "Term") shall commence upon approval and execution by the Parties' respective governing boards and shall terminate five (5) years from such date, unless extended or terminated as provided in this MOU; however, either Party may, at any time after three (3) years from the date hereof, terminate this Memorandum of Understanding upon written notice submitted to the other Party six (6) months prior to date of termination.

In Witness Whereof, the parties herein have caused this document to be executed, the Superintendent of Schools, School District 51, Mesa County, Colorado and Mesa County, State of Colorado as of the date of the last signature shown below.

  
\_\_\_\_\_  
Superintendent of Schools  
School District 51

4-23-10  
Date

  
\_\_\_\_\_  
County Administrator  
Mesa County, Colorado

4/20/2010  
Date