

**PROJECT AGREEMENT
BETWEEN CITY OF FRUITA AND COLORADO NATIONAL MONUMENT
ASSOCIATION**

This Agreement is made this _____ day of _____, ____ between City of Fruita (the “City”) and Colorado National Monument Association (the “Association”).

I. Recitals

WHEREAS, the City of Fruita has applied for and received a grant from Great Outdoors Colorado, (“GOCO”) for the Colorado National Monument Connector Trail (the “Trail”); and

WHEREAS, the Association is an ineligible recipient of the grant and the parties intend by this agreement for the City to be the conduit through which the Association will receive the benefit of the grant; and

WHEREAS, the Grant Agreement is attached to this agreement as Exhibit “A”; and

WHEREAS, the Association intends to be solely responsible for all the City’s obligations stated in the Grant Agreement; and

WHEREAS, the Association intends to convey to the City a license to access the real property described in Exhibit “B” which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement;

THEREFORE, in consideration of the mutual promises stated below and other valuable consideration, the parties agree:

II. Agreement

1. The City shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The Association will cooperate with the City and provide all documents necessary for the City to fulfill the conditions precedent. The Association further assumes all other City liabilities, and assumes all of the City’s obligations to GOCO contained in the Grant Agreement.

2. The City does not assume any obligation to the Association to construct, operate, or maintain the improvements contemplated by the grant.

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the City, the Association shall be responsible to the City for any claim under the Grant Agreement, in the same manner and extent as the City may be responsible to GOCO. At no time shall anything within this Agreement be considered or interpreted to waive or

diminish, in whole or in part, the rights or limitations bestowed upon the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or any other law, nor shall the indemnification obligation hereunder cover claims or losses or damages for which the City would not be liable, should this indemnification provision not have been in existence.

4. The Association acknowledges and expressly grants the City the right to enter onto the Trail as necessary to inspect the improvements to the Trail to ensure that it is maintained in good repair and in accordance with this Agreement, as further set forth in Section 9 herein and Exhibit B. In the event the City determines, in its sole reasonable discretion, that the Trail improvements is in need of non-emergency maintenance, repair or replacement work, the City shall so advise Association, and Association shall promptly undertake and complete such maintenance, repair or replacement work, in a manner consistent with this Agreement. If Association does not undertake such work promptly, or complete it within a reasonable time, or if the City determines, in its sole discretion, that emergency maintenance, repair or replacement is required, the City may undertake any necessary action to maintain, repair or replace Trail or any infrastructure located on the Trail, and Association shall, within 30 days of billing, reimburse to the City all reasonable costs associated with such maintenance, repair or replacement.

5. By virtue of entering into this Agreement, the City assumes no liability associated with construction of the Trail improvements by Association or any third party. The Association hereby agrees to defend and indemnify the City from and against all claims, costs, and liability of every kind and nature for injury or damage received or sustained by any third party, in connection with construction and maintenance of the Trail improvements. The Association shall obtain general liability and property damage insurance with carriers authorized to do business in Colorado, which insurance shall have limits in the amount acceptable to the City, naming the City as an additional insured, and providing that the City shall be given thirty (30) days' notice of cancellation or termination of such insurance. A certificate evidencing such insurance shall be provided to the City during the construction of said Trail improvements.

6. By executing this agreement the parties do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

7. This agreement does not create any rights in any individual not a party to this agreement.

8. This document, and exhibits, shall constitute the entire agreement of the parties.

9. The Association hereby grants to the City a limited license in, and right of entry to, the property described in Exhibit "B" for the purposes stated in the Grant Agreement, Exhibit "A", and for any purpose stated herein. Such license and right of entry shall be exercised only in the event the Association has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by

the City, for the City to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the City to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

10. This agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all City obligations under the Grant Agreement.

ATTEST:

COLORADO NATIONAL
MOMUMENT ASSOCIATION

By: _____
Michael Paxson, Executive Director

ATTEST:

Margaret Sell, City Clerk

CITY OF FRUITA

Joel Kincaid, Mayor