

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The City of Grand Junction and Mesa County, Colorado**  
**for the**  
**Compost Facility Expansion Assessment**

The parties to this Memorandum of Understanding (“Agreement”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of Commissioners of Mesa County, Colorado (“County”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“City”).

I. Introduction

Both the County and the City (“the Parties” or “Parties”) have responsibilities for developing and implementing plans and authorizing capital improvements within their respective jurisdictions. The Parties recognize that these improvement decisions by one party affect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to encourage and facilitate environmentally responsible organic waste disposal options, and to do so, the Mesa County Organic Materials Compost Facility (“Compost Facility”) must be assessed for potential expansion. It is further recognized that it is in the Parties’ best interests to work cooperatively in the planning of the project.

II. Purpose

The purpose of this Agreement is to establish the lines of communication and responsibility for the various work items necessary to accomplish the Compost Facility Expansion Assessment (“the Project”). This Agreement also establishes the intention of both the City and the County to cooperatively fund the Project.

The Project is an initial assessment that will be used to assess the feasibility of expanding the existing Compost Facility. The Project will identify available and projected compost feedstocks and the costs associated with expanding the facility to accept food waste and wastewater treatment plant biosolids, including a technology and life-cycle cost evaluation. The Project will also include a market analysis of finished compost products and a recommendation for fees for service at the Compost Facility. Finally, the Project will assess the impact composting additional organic waste materials has on greenhouse gas emissions.

This Project is planned for completion in the third quarter of 2024.

III. Roles and Responsibilities

The Parties agree to the following terms in support of the successful completion of the Project:

1. The Parties shall include funds in their respective budgets for the cost of the Project. All amounts stated herein are subject to annual appropriations as required by Colorado

law. The Parties will make every effort to budget funds and each contribute \$69,592.50 for the purpose of completing the Project, for a net sum total of \$139,185.00.

2. The County shall enter into a contract with Carollo Engineers Inc (“the Consultant”), a STATE LLC, to complete the Project. The City has previously acquired the services of the Consultant to develop its Biosolids Master Plan, and the current Project is an extension of the Master Plan evaluating effective waste management options for the biosolids generated at the City’s wastewater treatment plant. In the event the County does not enter into a contract with the Consultant for the Project, this Agreement shall be terminated.
3. The City and the County will co-manage the Project. The Project Management Team will consist of Mesa County’s Solid Waste & Sustainability Division Director and the City of Grand Junction’s General Services Deputy Director. The County and the City may ask representatives to provide information to the Consultant.
4. The County shall award the contract to the Consultant after complying with all of the County’s procurement policies and processes. The Consultant shall not be awarded the contract until the Project Management Team’s approves the Project Scope of Work. The County shall include in the contract with the Consultant terms and conditions for bonding, insurance, and indemnification.
5. The County shall perform the requirements in the contract with the Consultant including issuing payments to the Consultant. The County shall forward copies of any invoices received during the Consultant’s performance of the Project to the City. The City shall reimburse the County for 50 percent of any amounts paid by the County to the Consultant for the performance of the Project.
6. The purpose of the Project is to assess the feasibility of expanding the Compost Facility. This Agreement shall not be interpreted to mean that the County will expand the Compost Facility. Any decisions regarding the expansion of the Compost Facility shall occur at a future time, and the County is not bound to any undertake any such expansion as a result of this Agreement.

#### IV. Administration

1. Nothing in this Agreement shall be construed as requiring either Party to assume or expend any sum in the excess of appropriations available.
2. This Agreement shall become effective when signed by the Parties hereto. The Parties may amend the Agreement in writing as mutually agreed, including any potential change orders or other changes in scope or cost as the performance of the Project progresses. Any Party may terminate this Agreement for their convenience after giving the other Party 30 days written notice of the terminating Party’s intent to terminate. Any outstanding obligations or other responsibilities accrued in accordance with the performance of this Agreement until the time of its termination, including any amounts

owed or reimbursements to be paid, shall remain in effect and shall be performed by the Parties.

3. This Agreement may be signed in counterparts. Each counterpart shall become part of the final Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

In Witness Whereof, the parties hereto have executed this Agreement as of the dates set forth below.

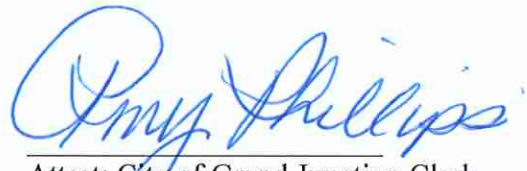
MESA COUNTY

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Bobbie Daniel, Chair  
Mesa County Board of Commissioners

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Attest: Mesa County Clerk  
Date:

CITY OF GRAND JUNCTION

  
\_\_\_\_\_  
Anna Stout, Mayor  
Grand Junction City Council

  
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Attest: City of Grand Junction Clerk  
Date: