

SPONSORED BY: COUNCIL MEMBER CLYNE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-53
Series of 2008

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A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHGLENN AND THE NORTHGLENN COMMUNITY FOUNDATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Memorandum of Understanding between the City of Northglenn and the Northglenn Community Foundation attached hereto as **Exhibit 1** is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

Memorandum of Understanding
Between the City of Northglenn and
the Northglenn Community Foundation

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2008, by and between the City of Northglenn, Colorado, a Colorado home rule municipality (the "City"), and the Northglenn Community Foundation, a Colorado Nonprofit Corporation (the "Foundation").

PURPOSE

The purpose of this MOU is to memorialize the terms and conditions of the use by the City of certain parcels of property owned by the Foundation for use as an access road and training area for law enforcement personnel.

MOU

WHEREAS, the City desires to use certain properties owned by the Foundation for an access road and for a training facility by law enforcement;

WHEREAS, the Foundation owns the properties more particularly described in Exhibit A, attached hereto and incorporated herein by this references (the "Properties"), which Properties are also described in the records of the Weld County Assessor as Parcels 146736000020, 146736000021, 146736000022, 146736000023, and 146736000024; and

WHEREAS, the Foundation desires to allow the use of the Properties by the City, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto memorialize their understanding as follows:

1. Authorization by Foundation of Use of the Properties by the City. The Foundation hereby authorizes the City to use the Properties for an access road and for a law enforcement training facility including an obstacle course, subject to the City's performance of those obligations set forth in Section 2 of this MOU.

2. Obligations of the City. The City may use the Properties for the purposes set forth in Section 1 of this MOU, without charge, provided that the City complies with the following provisions regarding the Properties:

- a. The City shall at its own expense maintain the Properties in a safe condition, and make any repairs to assure that the Properties are reasonably maintained.
- b. The City shall not, without first obtaining written authorization from the Foundation, make any permanent alterations, additions or improvements to the Properties.

c. The City agrees that the Foundation shall not be liable for any conditions associated with the City's use of the Properties pursuant to this MOU. In addition, the City agrees that it shall cause the Foundation to be named as an additional insured on the City's policy of insurance for use of the Properties by the City.

3. Notice. Any notice required under this MOU shall be in writing and mailed by United States first class mail to the respective parties at the address given below:

The City: _____
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233-8061

Foundation: c/o Gerald Duane Gavette, Agent
Northglenn Community Foundation
1928 East 117th Court
Northglenn, Colorado 80233

4. Term; Termination. Subject to the provisions of Section 5, this MOU shall continue in effect until either party provides thirty (30) days' written notice of its intent to terminate the provisions of this MOU, with or without cause.

5. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation. In the event the City determines not to appropriate in any fiscal year, the City shall give the Foundation notice as set forth in Section 4 of this MOU.

6. Venue. For the resolution of any dispute arising hereunder, venue shall be in the courts of Weld County, State of Colorado.

7. Entire Understanding. This MOU and the attached Exhibit A constitutes the entire understanding between the City and the Foundation regarding the Properties, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except by written amendment hereto.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

Diana Lentz, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

**NORTHGLENN COMMUNITY
FOUNDATION**

By: _____
Mia Voss, President

ATTEST:

Jerry Gavette, Secretary

200 ft.

35

CR 11

01N68W

36

WWTP Entrance Road



Weld County, Colorado



NORTHGLENN COMMUNITY FOUNDATION PROPERTY



Source: Weld County Assessor <http://www.co.weld.co.us/departments/assessor.html>

