

MEMORANDUM OF UNDERSTANDING
Between
Grand Junction Economic Partnership and the City of Fruita

This Agreement entered into on September 19, 2023, is between Grand Junction Economic Partnership (GJEP) and the City of Fruita (“City”).

WHEREAS GJEP, Mesa County’s economic development agency, will collaborate and assist the City of Fruita with economic development efforts; and

WHEREAS the City of Fruita, is interested in memorializing its agreement with GJEP and strengthening and clarifying the role of GJEP in the City’s economic development approach, which includes including a combination of economic gardening and place-based economic development, and with strategic targeted recruiting as opportunities and needs arise and

WHEREAS the parties wish to collaborate to drive strategic economic growth and vitality for the City of Fruita.

THEREFORE, the parties agree to the following:

OVERVIEW. PURPOSE. AND EXPECTATIONS

For the benefit of both organizations, Grand Junction Economic Partnership (GJEP) and the City of Fruita wish to strengthen and clarify their relationship to increase business retention, business expansion, and business relocation in the City of Fruita. The expectations of this MOU include business outreach and marketing activities that create opportunities for increased economic development in Fruita. Maintaining effective relationships at the local, regional, and national level to stem economic development in the area. GJEP will maintain current knowledge of all local and state programs and incentives that are focused on business recruitment and expansion. The City will conduct predevelopment meetings, development review, and communication with applicants going through the development approval and building code process.

RESPONSIBILITIES:

Responsibilities of Grand Junction Economic Partnership:

- GJEP will be responsible for hiring and training City staff on business recruitment, and expansion strategies.
- GJEP will be the subject matter experts on all state and local incentive programs including but not limited to: Rural Jump Start, Job Growth Incentive Tax Credit, Career Development, Skills Advanced Colorado, Enterprise, and Opportunity Zones.
- GJEP will present to the City of Fruita Council and update on incentive programs and other matters relevant to economic development on a bi-annual basis.
- GJEP will meet with the Fruita City Manager on a quarterly basis. These

meetings may also include other community members the City of Fruita invites to these meetings.

- GJEP will coordinate site visits with prospective businesses and developers and include City of Fruita staff and properties located within the City.
- GJEP will showcase commercial properties and buildings located in the City on a consistent basis.
- GJEP will maintain an open line of communication with the Fruita City Manager.

Responsibilities of the City of Fruita:

- The City of Fruita will lead economic development efforts in the City and collaborate with GJEP regarding the services and areas of expertise GJEP provides in this MOU.
- The City of Fruita will lead the development approval process and building permit process with all developers and their representatives.
- The City of Fruita will develop a Fruita Economic Development group that will meet on a quarterly basis to discuss the economic needs of the community.
- The City of Fruita will pay GJEP annually for their economic development services. Each year GJEP will provide a requested amount and the City will consider and approve the annual contribution in their annual budget appropriation process for outside agencies.
- The City of Fruita will have an Ex-Officio (City Manager) and Voting Board member (City Council Member) on the GJEP Board of Directors.
- The Fruita City Manager will keep an open line of communication with the GJEP Executive Director.

GENERAL RESPONSIBILITIES:

Both Parties agree that they shall conduct their activities under the auspices of this Memorandum of Understanding in accordance with local, state, and federal non-discrimination and other applicable laws.

TERM AND TERMINATION:

This MOU will be reviewed annually to ensure the relationship is working as designed and subject to available funding and appropriations.

Both parties agree on the terms and conditions of this MOU to continue for the entire performance period, unless earlier terminated per the provisions provided herein.

Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this MOU without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, GJEP shall be paid for all satisfactory work accomplished pursuant to this Agreement.

Notwithstanding anything to the contrary set forth herein, both parties may terminate this

Agreement immediately upon written notice to the other for any reason .

GENERAL PROVISIONS:

Amendments: This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. This Agreement may be amended only by writing, signed by both parties.

Notice: Any notice or other written communication required to be given pursuant to this Agreement shall be deemed given when personally delivered; sent via electronic mail with a read receipt; or three (3) days after it has been sent by United States registered or certified mail, postage pre-paid, properly addressed to the party to receive the notice at the following address or any other address given to the other party:

If to City of Fruita: Mike Bennett
 325 E. Aspen Ave.
 Fruita, CO 81521
 mbennett@fruita.org

If to GJEP: Curtis Englehart
 122 N 6th Street
 Grand Junction, CO 81501
 curtis@gjep.org

Severability: If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

No Assignment: This Agreement may not be transferred or assigned by either party without the written consent of the other. This Agreement shall be binding upon and inured to the benefit of the parties and their respective successors and permitted assigns and is not intended to confer upon any other person or entity any rights or remedies hereunder.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understand effective for the dates written above.

Mike Bennett
City of Fruita City Manager

Date

Curtis Englehart
GJEP Executive Director

Date