

MEMORANDUM OF UNDERSTANDING
National Western Center, CSU System & Denver Water Project Partnership

This memorandum of understanding (“MOU”) is entered into this ____ day of _____, between and among the National Western Center Executive Oversight Committee (“NWC-EOC”), the Board of Governors of the Colorado State University System, acting by and through Colorado State University and the Colorado State University System (“CSU”), and the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”) (collectively, the “Parties”).

WHEREAS, the National Western Center (“NWC”) is envisioned as a vibrant destination and year-round attraction, blending innovation and tourism through experiential lifelong learning, the arts, entertainment, competition, and commerce. In addition, the NWC will seek to address themes of global issues of food, energy, water, health, and the environment; and

WHEREAS, the Parties agree that one element of a successful NWC would be the establishment of a unique Water Resources Center (“WRC”) that will help establish the NWC as a place to explore and study critical issues of importance in the West and globally; and

WHEREAS, the NWC-EOC is charged with interim oversight of the NWC project, including strategic coordination and implementation the NWC Master Plan and creating connections between the local communities of Globeville, Elyria and Swansea; and

WHEREAS, Denver Water is a nearly 100-year-old municipal water provider serving 1.4 million people in its service area, including the City and County of Denver and surrounding suburbs. Denver Water is planning to redevelop its Water Quality Facility, which conducts testing, monitoring and compliance for water quality. Denver Water is also interested in fostering innovation related to urban water issues, especially water quality issues, and in creating a convening place (an Innovation Center) for collaborative partnerships around water quality, conservation, reuse, recycling, treatment and related issues; and

WHEREAS, as Colorado’s land-grant university, CSU is inherently committed to excellence. The University’s mission directly corresponds with the outreach mission of the NWC. CSU is interested in creating a Water Resources Center focused on education, community engagement, collaborative programming, research, business incubation, and innovation, that brings in partners from multiple sectors to seek innovative approaches and solutions to issues of water in West and globally; and

WHEREAS, the Parties believe a relationship between Denver Water and the NWC-EOC will facilitate implementation of the WRC at the NWC through mutually-agreeable design, development, co-location, and facility programming efforts involving the NWC-EOC, CSU, Denver Water, and other possible partners.

WHEREAS, the Parties believe that important synergies and efficiencies may be possible if CSU's envisioned WRC and Denver Water's Water Quality Facility and Innovation Center activities are co-located or developed in close coordination.

NOW THEREFORE, in order to advance the vision, mission and implementation of the NWC's Water Resources Center, the Parties hereby agree as follows:

1. The Parties agree to make their best efforts on a collaborative, non-binding basis to work together on the WRC at the National Western Center.
2. The Parties agree that planning and execution of the WRC will include and integrate with the vision for the South Platte River on the NWC site.
3. While this MOU does not create any funding obligations for any of the Parties, the Parties agree to engage in creating, with other interested stakeholders, a detailed and mutually-agreeable plan for the Water Resources Center that includes each Party's uses, collaborative spaces, community spaces, and additional partners; identifying and specifying resource allocation; and undertaking due diligence.
4. Plan components may include, but not be limited to:
 - a. Hands-on environmental education/K-12 educational programs and resources
 - b. Development and demonstration of new technologies
 - c. Research and teaching
 - d. Multi-sector collaboration on water policy, business, finance and innovation
 - e. Use of multiple water sources for prototyping and testing technology
 - f. Water quality testing to meet Denver Water's requirements
5. The Parties hereby agree to consistently meet and communicate ongoing efforts and future opportunities.
6. This MOU will take effect when signed by the authorized representatives of the Parties. This MOU will be in effect for a period of three (3) years from the effective date or will terminate automatically upon the successful completion of all responsibilities referenced herein, whichever occurs first. Also, this MOU may be extended, terminated or modified by written agreement of the Parties.

Kelly R. Leid, Chair
NWC Executive Oversight Committee

Tony Frank, Chancellor
Colorado State University System

James S. Lochhead, CEO
Denver Water