

MEMORANDUM OF AGREEMENT
between
The City of Grand Junction and Mesa County, Colorado
for the
North Avenue Enhanced Transit Corridor Study

The parties to this Memorandum of Agreement (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County 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 City and the County (“the Parties” or “Parties”) have an interest in improving the multimodal facilities and transit experience on US 6/North Avenue, a Colorado Department of Transportation (CDOT) facility.

The Parties recognize that cooperative planning and spending can maximize the community’s resources that are available for improvements and strive to partner on the North Avenue Enhanced Transit Corridor Study (Study) that is funded with CDOT SB267 funds and matched by the CITY.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete this study and improvements. This AGREEMENT also establishes the intention of the CITY to provide matching funds for the Study.

This project has two phases:

Phase 1: North Avenue Enhanced Transit Corridor Study- includes a comprehensive corridor study, public outreach, recommendations of transit enhancements, conceptual design of the multimodal path, and 30% design for recommended improvements that fully utilize the Phase 2 funding amount. Phase 1 includes supplemental services that will be fully paid for by the CITY. All other services are paid 80% CDOT SB 267 transit / 20% City of Grand Junction. The Phase 1 work shall be referred to collectively as “the Study” or “Study” or “Phase 1.”

This study is planned for completion by Summer 2022.

Phase 2: Final design and construction of funded, recommended improvements with remaining SB267 transit funding.

This phase will begin near/at the completion of Phase 1. The City will contract directly with CDOT for this phase and is not part of this MOU.

III. Procedure

- 1) The City will include funds in its 2021/2022 budget for the local match of the Study as shown below:

Project Budget:

	Phase 1	Phase 1 Supplemental Services	
	2021	Overmatch 2022	Total City Match
Grant funds	\$ 150,000		
Match %	20%		
Match	\$37,500	\$48,000	\$87,500
Total Project	\$187,500	\$ 48,000	

- 2) The Study will span from Fall 2021-Summer 2022. The Parties agree to carry over and annually appropriate as required by Colorado law unexpended funds for the Project until completion.
- 3) The CITY and COUNTY will co-manage Phase 1 of the Project. A technical team will consist of staff designated respectively by the CITY and the COUNTY (Public Works and the RTPO) and CDOT. Project Manager for the City will be Trent Prall. Project Manager for the RTPO will Dana Brosig. The CITY and COUNTY will perform their respective public relations coordinated through the Project Manager.
- 4) Payments to the consultant selected for Phase 1 will be through the COUNTY RTPO office. The COUNTY RTPO will invoice the CITY once in 2021 and once in 2022 and seek reimbursement from CDOT for SB267 transit funds.

IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this

AGREEMENT after 30 days' notice in writing to the other in the intention to do so and fulfillment of all outstanding legal obligations.

- C) The COUNTY has advertised, received proposals, and will award the Phase 1 work upon recommendation of the Project Management Team. The CITY will separately solicit and contract for Phase 2 which is not part of this AGREEMENT. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.


In Witness whereof, the Parties herein have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY



Janet Rowland, Chair
Mesa County Board of Commissioners






ATTEST: Tina Peters, Clerk
Date: September 13, 2021

CITY OF GRAND JUNCTION



Chuck McDaniel, President of the Council
Grand Junction City Council



ATTEST: Wanda Winkelmann, Clerk
Date: 09/02/2021

