MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
CONSTRUCTION OF THE NORTH AVENUE ENHANCED TRANSPORTATION CORRIDOR PROJECT

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 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 responsibilities for the planning and funding of transportation infrastructure within the community. The Parties recognize that transportation investment decisions by one party affect and complement similar decisions by the other, and that cooperative planning and funding can maximize the community's resources available for multimodal transportation improvements. The Parties further recognize the need for enhanced transportation corridor improvements along North Avenue between approximately 29 ½ Road and I-70B ("Project"). The Project lies within the CITY's jurisdiction; however, the Parties recognize and agree that it is in their collective best interest for the COUNTY to contribute transit funding to the Project and for the CITY to manage construction.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communication, funding responsibility, and project management responsibility for the various work items necessary to accomplish the Project, which is generally described as the construction of enhanced transportation corridor improvements — including transit, pedestrian, and bicycle facility improvements — along the north side of North Ave between 29 ½ Road and I-70B.

This AGREEMENT also establishes the intention of the COUNTY to fund a share of the Project using transit funds that the COUNTY has received from the Federal Transit Administration (FTA), and of the CITY to manage the bidding, construction, and quality assurance testing of the Project.

III. Procedure

The Parties agree that they, or each, as the specific context provides, will do the following:

1) Include projections in their respective budgets to cover the cost of the Project. The Parties agree that the following funds are included as shown below:

Fund Source	**Amount**
County Transit Fund Share	$1.25 million
City Share along with state and federal funding already secured:	$5.95 million
TOTAL	**$7.2 million**

2) The Project will generally include construction of enhanced transportation corridor improvements along the north side of North Avenue between approximately 29 ½ Road and I-70B, including but not limited to, transit facility improvements, pedestrian and bicycle facilities, signal and striping work, pedestrian level lighting, landscaping and related appurtenances. All work will be constructed to CITY standards as specified in the Project documents. The COUNTY's financial contribution is limited to the transit funds identified in this AGREEMENT and does not obligate the COUNTY to perform construction, inspection, or quality assurance functions.

3) This funding is intended to supplement the funding the CITY has secured for this project stated in paragraph III.1 and as such the COUNTY's financial participation in the Project is up to the amount stated in paragraph III.1, in support of the transit-related elements of the Project. If the Project comes in under budget, the COUNTY is not obligated to contribute the remaining funds to other work not identified in the final design without consensus and an amendment to this agreement. The CITY will be responsible for all remaining costs of the Project, including any costs in excess of the COUNTY's committed transit fund contribution, as the Project lies entirely within CITY jurisdiction.

4) The CITY will manage ("Project Management Team") the Project from design through bidding and construction. The Project Management Team will include the Engineering and Transportation Director for the CITY and the Regional Transportation Planning Office Director for the COUNTY. The CITY will provide a Project Manager to provide contract administration and inspection. The CITY will perform public relations and quality assurance testing for the Project, coordinated through the Project Manager. The COUNTY will designate a representative to coordinate on matters related to the procurement, use and reporting of COUNTY transit funds and to receive periodic progress updates from the Project Manager.

5) The CITY shall contract with a civil contractor ("Contractor") to construct the Project.

6) The contract(s) will be written so that payments may be made directly to the Contractor(s) by the COUNTY. Following execution of the contract, and upon approval of the Contractor's invoices by the Project Management Team, the COUNTY will make payment(s) directly to the Contractor(s). This shall be done in accordance with the cost schedule and documentation requirements mutually agreed upon by the Parties and consistent with applicable transit fund requirements.

7) The COUNTY's contribution to the Project is up to the COUNTY transit funds identified in paragraph III.1 and is intended to fund transit-related elements of the Project. The Parties agree that the funding shown in paragraph III.1 is a budget projection only, and that the CITY will provide any funding required for the Project in excess of the amounts shown, in accordance with the CITY's procurement policies. Use of COUNTY transit funds under this AGREEMENT shall comply with all applicable federal, state, and COUNTY requirements governing those funds.

8) The City will own and maintain all of the improvements included in this project with the exception of the transit amenities including the shelters, benches and bike racks which will be owned and maintained by the COUNTY.

IV. Administration

1) 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 a sum in excess of appropriations available.

2) This AGREEMENT shall become effective when signed by the Parties. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this AGREEMENT after 30 days' written notice to the other of its intention to do so, and upon fulfillment of all outstanding obligations under the AGREEMENT.

3) The CITY will advertise, receive bids, and award the bid based on the CITY's Purchasing Policy and the recommendation of the Project Management Team. The CITY shall include all terms and conditions regarding bonding, insurance, and indemnification provisions and Federal Transit Administration Clauses as part of the CITY's contract, so the Project and the Parties are protected and in compliance with federal regulations.

4) The COUNTY's obligation to provide transit funds under this AGREEMENT is contingent upon the continued availability and eligibility of such funds. The CITY will provide the COUNTY with documentation reasonably necessary to demonstrate that COUNTY transit funds were used for eligible purposes under this AGREEMENT.

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

MESA COUNTY

JJ Fletcher, Chair
Mesa County Board of Commissioners

ATTEST:
Date: 11-03-2026

CITY OF GRAND JUNCTION

Laurel Lutz, Mayor
City of Grand Junction

ATTEST:
Date: 10/24/2024