

RESOLUTION NO. 47-97

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION WHEREBY THE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF GRAND JUNCTION ENTER INTO AN AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION DEVELOPMENT, FOR THE PROVISION OF TRANSPORTATION SERVICES.

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, the State of Colorado desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa County Transportation Planning Region (TPR) not participating in the Grand Junction/Mesa County Metropolitan Planning Organization to the Grand Junction/Mesa County Metropolitan Planning Organization; and

WHEREAS, the Grand Junction/Mesa County Metropolitan Planning Organization desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating in the Grand Junction/Mesa County Metropolitan Planning Organization; and

WHEREAS, the Grand Junction/Mesa County Metropolitan Planning Organization desires to receive SPR funds apportioned to

the State by the Federal Government in accordance with 23 U.S.C. Sections 104 and 307 (c) to be administered by the State and to be spent by the Grand Junction/Mesa County Metropolitan Planning Organization on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and 43-1-1103 C.R.S.

NOW THEREFORE BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the 1998 Regional Planning Assistance Contract, hereunto attached, is approved by the Board of County Commissioners of the County of Mesa, Colorado on July 14, 1997, and by the City Council of the City of Grand Junction, Colorado on August 20, 1997.

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/ Janet Terry

/s/ Doralyn Genova

President of the Council
Grand Junction City Council
Commissioners

Chairman of the Board
Mesa County Board of

20th day of August, 1997

14th day of July, 1997

Attest:

Attest:

/s/ Stephanie Nye

/s/ Monika Todd by Roberta

Raley
City Clerk

County Clerk

FY 98 REGIONAL TRANSPORTATION PLANNING CONTRACT
BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION
AND THE
GRAND JUNCTION/MESA COUNTY
METROPOLITAN PLANNING ORGANIZATION

This contract, made this 14th_day of July 1997, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation, Division of Transportation Development, hereinafter referred to as the State, and the Grand Junction/Mesa County Metropolitan Planning Organization (GJMPO) hereinafter referred to as the Contractor, created under powers set forth in §§43-1-1102(5) and 30-28-105 C.R.S.

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient encumbered balance thereof remains available for payment in COFRS Fund Number 400, Organization Unit 9991, Appropriation Code 010, Program 5000, Function 1441 Object 5180-1P, Reporting Category 0510, Project Number 11200, Phase 2: and, (Contract Encumbrance Amount \$4,500; FEIN 846000783; Contact Person: Alan Akell)

WHEREAS, required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and,

WHEREAS, general purpose local governments within the Grand Junction/Mesa TPR as defined in the intergovernmental agreement of the contractor have agreed that the Contractor shall assume responsibilities, in cooperation with the State and in accordance with §§30-28-105 and 43-1-11-3(1) C.S.R. and 23 U.S.C. Section 135; and,

WHEREAS, pursuant to 23 U.S.C. Section 134, federal legislation provides for the designation of metropolitan planning organizations (MPOs) for urbanized areas of more than 50,000 population by agreement among the Governor and units of general purpose local government to carry out the transportation planning process; and,

WHEREAS, pursuant to 23 U.S.C. Section 135, federal legislation requires the Colorado Department of Transportation to develop a long-range State transportation plan which incorporates the regional transportation plans prepared by the MPOs; and,

WHEREAS, pursuant to §43-1-1103 (5) C.R.S., state legislation requires the CDOT to integrate and consolidate regional transportation plans into a comprehensive state transportation plan; and,

WHEREAS, §43-1-1101 C.R.S. identifies RPCs for the transportation planning regions (TPRs) as the proper forum for regional transportation planning; and,

WHEREAS, pursuant to §43-1-1103(3) (a) C.R.S., the RPCs, in cooperation with the State and other governmental agencies, are responsible for carrying out continuing, cooperative, and comprehensive transportation planning for the TPRs; and,

WHEREAS, pursuant to §§43-1-1102(7) and 43-1-1103(5) C.R.S., the State has developed Rules at 2 CCR 604-2 ("the Rules") which identify the Transportation Planning Regions (TPRs) and set forth the process through which regional planning commissions for the TPRs can develop, amend, and update regional transportation plans for integration by the CDOT into a comprehensive state transportation plan; and,

WHEREAS, the Regional Transportation Plan is complete and will be updated on a five year cycle pursuant to Section VII of the Rules; and

WHEREAS, the Regional Transportation Plan may be amended pursuant to Section VII of the Rules during intervening years so as to reflect changing conditions and maintain consistency with the long range state transportation plan and the State Transportation Improvement Program (STIP): and,

WHEREAS, the State receives on an annual basis federal State Planning and Research funds (SPR funds) for purposes including statewide planning, the planning of future highway programs and local public transportation systems, and plans for the implementation of such programs: and,

WHEREAS, the State desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa TPR not participating on the Grand Junction/Mesa County Metropolitan Planning Organization to the Grand Junction/Mesa County Metropolitan Planning Organization; and,

WHEREAS, the Grand Junction/Mesa County Metropolitan Planning Organization desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa TPR not participating on the Grand Junction/Mesa County Metropolitan Planning Organization; and,

WHEREAS, the Contractor desires to receive SPR funds apportioned to the State by the Federal Government in accordance with 23 U.S.C. Sections 104 and 307(c) to be administered by the State and to be spent by the Contractor on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and §43-1-1103 C.R.S.; and,

WHEREAS, the funding has been approved and budgeted for use by the Contractor in the Fiscal Year 1997 SPR PR97-001 and the Federal Fiscal Year 1997 SPR PR 97-001 Work Program; and,

WHEREAS, the Contractor desires to be responsible for the expenditure of the SPR funds for carrying out activities associated with the statewide transportation planning process, for the period beginning with the executed date of the contract through June 30, 1997 (the Program Period); and,

WHEREAS, the program period may be extended by written mutual agreement of the parties; and, WHEREAS, the Contractor desires to perform the work described in the Rural Planning Work Program and has agreed to monitor the progress and costs of the work in order to stop performance prior to incurring costs in excess of \$4,500; and is the only entity empowered with this responsibility; and,

WHEREAS, this contract is entered into pursuant to the authority of §§43-1-106, 43-1-224, 30-28-105, 29-1-203, and 24-103-205 C.R.S.; NOW THEREFORE, the parties hereto mutually agree to carry out the necessary continuing, cooperative, and comprehensive transportation planning within the Grand Junction/Mesa TPR as more specifically described herein. The parties agree:

A. Incorporation

The following documents are herein incorporated by reference:

- 1) The intergovernmental agreement of the Contractor.
- 2) 2 CCR 604-2, Statewide Transportation Planning Process and Transportation Planning Regions ("the Rules").
- 3) Rural Planning Work Program, Exhibit A.

B. Purpose and Scope

- 1) To cooperatively undertake the activities related to the statewide transportation planning process, set forth in Sections IV, V, VI, VII and VIII of the Rules and perform the tasks identified in Exhibit A for the expenditure of SPR funds during the Program Period.
- 2) To provide the mechanism for funding the tasks during the Program Period for the SPR funds to be expended to implement the planning process in the Grand Junction/Mesa TPR.
- 3) To assure that SPR funds spent during the Program Period for those tasks identified in Exhibit A are spent in accordance with all applicable State and Federal requirements and with the terms of this contract.
- 4) The Contractor shall assure that the management of the Rural Planning Work Program will be accomplished.

5) SPR funds may be received by a Metropolitan Planning Organization (MPO) that has been designated an RPC under the Rules.

C. Products

The Contractor shall provide the products and services identified in Exhibit A to the State by the specified date(s).

D. Personnel

If necessary, the Contractor shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in Exhibit A and in Paragraph 1. The selection for consultant services shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Contractor to secure consultant services must be reviewed and approved by the State prior to release. The Contractor shall obtain written authorization from the State before executing any contract for consultant services which utilizes SPR funds.

E. Term

The term of this contract shall begin on the executed date and extend through June 30, 1997. The term of this contract may be extended upon written request by the Contractor and approval by the contract administrator, prior to June 30, 1997.

F. Billing

The Contractor shall bill the State for the allowable cost of those tasks eligible for SPR funds identified in Exhibit A. Billings shall be rendered by the Contractor to the State on a regular basis, provided that such basis shall be at least quarterly. All billings shall include a statement of direct charges, and an invoice for the amount of reimbursable SPR expenditures by Work Program task incurred during the reporting period. The State shall promptly pay the Contractor's bills for expenditures incurred in performance of tasks described in Paragraph B above, subject to conditions specified in Paragraph G, H, and I, below.

G. Maximum State Obligation

The State's obligation under this contract shall not exceed the maximum amount of \$4,500 unless a supplemental agreement is executed to increase such amount prior to additional costs being incurred. The contractor shall be solely responsible for all expenses incurred before the execution of this contract. In addition, the contractor shall be solely responsible for all costs incurred which are either

not allowable or which exceed the total estimated costs without a prior executed supplemental agreement.

H. Allowable Costs

Allowable costs shall be limited to those necessary to carry out the tasks described in Exhibit A and in Paragraph B, and as provided in applicable Federal Regulations, as determined by the State. These include direct costs such as the costs of computer services, salaries, technical supplies, and reproduction, public participation-related costs including mailing costs and public opinion surveys; State Transportation Advisory Committee Member travel costs; and, consultant contracts.

I. Program Monitoring and Reporting

1) The progress and cost data associated with tasks described in Exhibit A and in Paragraph B shall be monitored by the State at least quarterly. The State will provide at least one week's notice of meeting date and time. The provisions of 23 U.S.C. Section 135 take precedence over any conflicting terms of this contract. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Contractor or the State.

2) Within 30 days after the end of the Program Period, the Contractor will provide to the State a final accomplishment report of the Rural Planning Work Program tasks performed under this contract. It shall include, but not be limited to: (1) final accomplishments by task; (2) status of uncompleted products; and, (3) actual expenditures for the Program Period. The State Contract Administrator has the right to disallow any costs incurred by the Contractor which are not consistent with or in compliance with the authorized tasks of Exhibit A.

J. Records, Accounts, Reports, and Audits

1) The Contractor and any consultants shall maintain all books, records, and other documentation pertaining to authorized Rural Planning Work Program tasks and to completely substantiate all costs incurred during the Program Period for a period of three years from the date of termination of this contract. These records shall be made available for inspection and audit to the State, FHWA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Contractor shall include this record keeping/audit requirement in any contract with any consultant employed to perform Rural Planning Work Program tasks by expressly requiring the Consultant to comply with this requirement.

2) The State and FHWA are specifically authorized to review and inspect at all reasonable times all such records, and all

technical and financial aspects of the tasks described in Exhibit A. FHWA will arrange such reviews and inspections through the State.

K. Ownership of Data and Copyrights

1) Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this contract shall become the property of the Contractor, except as set forth herein; also, the Contractor is hereby authorized to copyright and market computer software produced under this contract. All proceeds from the sale of products or services developed under this contract must be returned to the Statewide Transportation Planning Process. Notwithstanding the foregoing, the State and FHWA shall, without costs to them, have the royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for State and U.S. Government purposes. In addition, the State and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this contract in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. However, should the Contractor choose to market computer files and/or software produced under this project, the State agrees to refer inquiries concerning such materials to the Contractor.

2) All information, data, reports, records, and maps which are developed by the Contractor for carrying out the Rural Planning Work Program within the Grand Junction/Mesa TPR, shall be made available in sufficient copies to the State and FHWA (not to exceed fifteen), and directed by the State.

3) All reports pertaining to the performance of this contract shall be reviewed and approved pursuant to the procedures established under the Rules, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the Statewide Transportation Planning Process.

L. Interest of Parties

The parties aver that, to their knowledge, their employees have no interest in and shall not acquire an interest in, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this contract.

The parties further promise that they will not employ any person having an outside interest in the performance of this contract.

M. COVENANT AGAINST CONTINGENT FEES

Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this contract, shall not: (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or, (2) have any interest, directly or indirectly, in this contract or the proceeds thereof.

N. Termination of Contract

Either party has the right to withdraw from this contract by giving written notice to the other party at least 60 days in advance of such withdrawal, whereupon the contract shall terminate at the expiration of the period of notice.

O. Claims and Liability

The Contractor warrants that it has the authority to enter into this contract under the intergovernmental agreement which forms the RPC within the Grand Junction/Mesa TPR and that it has taken all appropriate actions to lawfully execute such authority. The Contractor shall be responsible for all claims and liabilities resulting from the Contractor's acts or omissions, or the acts or omissions of consultants, subcontractors, agents, or employees of the Contractor.

P. SPECIAL PROVISIONS

The attached Special Provisions are made a part of this contract. Also, the Code of Federal Regulations (CFR) 23, Part 172 and CFR 49, Part 18, regarding administration of Negotiated Contracts is made a part of this contract by reference. In the event of a conflict between CFR 23 or CFR 49 and the provisions of this contract, CFR 23 and CFR 49 shall control to the extent of such conflict.

Q. DESIGNATED REPRESENTATIVE

For the purpose of this Contract, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time-to-time designate in writing new or substitute representatives:

For CDOT: Alan Akell

For Contractor: Cliff Davidson

R. Notices

All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

To CDOT:

Alan Akell
Program Management Branch
Colorado Department of Transportation
4201 E. Arkansas Avenue
Denver, CO 80222

To The Contractor:

Cliff Davidson
MPO Administrator
750 Main Street
Grand Junction, CO 81502

S. Waiver of Breach of Term

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

T. Integration

This Contract is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal rules.

U. Assignment of Rights

Neither party may assign its rights or duties under this Contract without the prior written consent of the other party.

V. Successors and Assigns

Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

W. Authorization of Signatures

The Contractor represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Contractor to lawfully execute this Contract on behalf of the Contractor and to bind the Contractor to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first above written.

STATE OF COLORADO, COLORADO DEPARTMENT OF TRANSPORTATION

ATTEST:

By:

Guillermo "Bill" Vidal
Executive Director, CDOT

By: _____
Chief Clerk

By:

Jennifer Finch
Director, DTD

APPROVED:

GALE A. NORTON
Attorney General

By: _____
Clifford W. Hall
State Controller

By:

Barry Ryan
Assistant Attorney General
Natural Resources Division

REGIONAL PLANNING COMMISSION

ATTEST:

By: _____
Chairperson
Board of Mesa County
Commissioners

By: _____
Mayor
City of Grand Junction

ATTEST:

ATTEST:

By: _____
County Clerk and Recorder

By: _____
City Clerk