

RESOLUTION NO. 56-01

**A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND
JUNCTION CONCERNING ADOPTION OF THE FISCAL YEAR 2002 REGIONAL
TRANSPORTATION PLANNING CONTRACT**

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 City and County, in their performance of those planning functions for the Urbanized Area, wish to use Federal Highway Administration transportation planning funds in coordination with the Colorado Department of Transportation;

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 Regional Transportation Planning Contract, hereunto attached, is adopted by the Board of County Commissioners of the County of Mesa, Colorado on June 4, 2001, and by the City Council of the City of Grand Junction, Colorado on June 6, 2001.

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/ Cindy Enos-Martinez
Mayor
Grand Junction City Council

/s/ Kathryn H. Hall
Chair of the Board
Mesa County Board of Commissioners

6th day of June, 2001

4th day of June, 2001

Attest:

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Shirley Howard
County Clerk, Deputy

REGIONAL TRANSPORTATION PLANNING
Grand Junction/Mesa County MPO
TPR

MCA# 2001-51
CONTRACT

THIS CONTRACT, made this ____ day of _____ 2001, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (CDOT), Division of Transportation Development, hereinafter referred to as "the State", and the Grand Junction/Mesa County MPO, PO Box 20000-5013, Grand Junction, CO 81502-5013, created under powers set forth in §§43-1-1102(5) and 30-28-105 C.R.S., hereinafter referred to as "the Contractor".

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available to FEIN Number 846000783, in COFRS Fund 400, Organization 9991, Appropriation Code 010, Program 5000, Function 1441 Object 5180-1 (P), Reporting Category 0510, Project 18684, Phase 2, TOTAL ENCUMBRANCE IS \$8,500.00 EXACTLY; and

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

WHEREAS, general purpose local governments within the Transportation Planning Region (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 43-1-1103(1) C.R.S. 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 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 TPRs and set forth the process through which RPCs 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 six 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 County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Grand Junction/Mesa County RPC desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; 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 2002 SPR PR01-002 and the Federal Fiscal Year_2002 SPR PR 01-002 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, 2002 (the Program Period); and,

WHEREAS, the Contractor desires to perform the work described in the Rural Planning Work Program (Exhibit A) and has agreed to monitor the progress and costs of the work in order to stop performance prior to incurring costs in excess of \$8,500.00; 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 County TPR as more specifically described herein. The parties agree:

I. SCOPE OF WORK

- A. The intergovernmental agreement creating the Contractor under C.R.S. 30-28-105, the Statewide Transportation Planning Process and Transportation Planning Regions rules (2 CCR 604-2, "the Rules"), and the Code of Federal Regulations (CFR 23, Part 172 and CFR 49, Part 18) regarding administration of negotiated contracts are made a part of this contract by reference. Also, the State Special Provisions and Exhibit A (the Rural Planning Work Program) are attached hereto and incorporated herein as terms and conditions of this contract by this reference:
- B. In the event of a conflict between CFR 23, Part 172 and/or CFR 49, Part 18 and the provisions of this contract proper or the attachments hereto; CFR 23, Part 172 and CFR 49, Part 18 shall control to the extent of such conflict, however, 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.
- C. The Contractor shall 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.
- D. The Contractor shall 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 TPR.
- E. The Contractor shall 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.

- F. The Contractor shall assure that the management of the Rural Planning Work Program will be accomplished.
- G. The Contractor shall provide the products and services identified in Exhibit A to the State by the specified date(s).

- H. 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 Section I. 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.

- I. 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. The progress and cost data associated with tasks described in Exhibit A and Section I shall be monitored by the State at least quarterly. The State will provide Contractor at least one week's notice the date and time of any meeting.

- A. 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 Section I, and subject to conditions specified in Section II, Paragraphs B and C.

- B. The State's obligation under this contract shall not exceed the maximum amount of \$8,500.00 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.

- C. Allowable costs shall be limited to those necessary to carry out the tasks described in Exhibit A, Section I, 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.

- D. Federal Funding. This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

III. GENERAL PROVISIONS

- A. For the purpose of this Contract, Mr. George Ventura is hereby designated representative of the State and Cliff Davidson is hereby designated representative of the Contractor. Either party may from time to time designate in writing new or substitute representatives or new addresses where notices shall be sent. 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:

To CDOT:	To The Contractor:
George Ventura	Cliff Davidson
DTD/Transportation Planning Branch	Grand Junction/Mesa
County MPO	
Colorado Department of Transportation	PO Box 20,000-5013
4201 E. Arkansas Avenue, EP-B606	Grand Junction, CO
81502-5013	
Denver, CO 80222	w/Copy to Tim Moore
	City of Grand Junction
	250 N. 5 th Street
	Grand Junction, CO 81501

- B. 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.
- C. 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 County 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.

- D. (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 County TPR, shall be made available in sufficient copies (not to exceed fifteen) to the State and FHWA, 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.
- (4) 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.

- (5) 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.
- E. The Special Provisions attached hereto are incorporated herein by this reference.
- F. 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.
- G. 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.
- H. The term of this contract shall begin on the executed date and extend through June 30, 2002.
- I. 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.
- J. 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.
- K. 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.
- L. Neither party may assign its rights or duties under this Contract without the prior written consent of the other party.

- M. 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.

IV INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the State. Contractor shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

V GRANT ASSURANCES

- A. Since this grant contract involves the expenditure of federal funds, the grantee/local agency/Contractor shall at all times during the execution of this contract strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The grantee/local agency/Contractor shall also require compliance with these statutes and regulations in subgrant agreements entered into under this contract. Federal laws and regulations that may be applicable include:
- B. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule), at 49 Code of Federal Regulations, Part 18, or the "Uniform Administrative Requirements for Grants and Agreements with Non-Profit Organizations", at 49 Code of Federal Regulations, Part 19, as applicable. The requirements of 49 CFR Part 18, or Part 19, include, without limitation:
- (1) the Contractor shall follow applicable procurement procedures, as required by section 18.36(d) or 19.36(d);

- (2) the Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30 or section 19.30;
 - (3) the Contractor shall comply with section 18.37 or section 19.37 concerning any subgrants;
 - (4) to expedite any CDOT approval, the Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Contractor compliance with section 18.30 or section 19.30 change order procedures, and with 18.36(d) or section 19.36(d) procurement procedures, and with section 18.37 or section 19.37 subgrant procedures, as applicable;
 - (5) the Contractor shall incorporate the specific contract provisions described in section 18.36(i) or section 19.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.
- C. Title 23, United States Code, Part 172, and Title 23, Code of Federal Regulations, Part 172, if the contract work includes professional engineering or architectural services.
- D. Title 23, United States Code, Part 112, and Title 23, Code of Federal Regulations, Parts 633 and 635, if the contract work includes construction services.
- E. Provided, however, that to the extent that other applicable federal requirements (including the provisions of Title 23) are more specific than provisions of Title 49, Part 18 or 19, those requirements shall supersede such Part 18 or 19 provisions.

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: _____
 Tom Norton
 Executive Director, CDOT

By: _____
Chief Clerk

By: _____
Jennifer Finch
Director, DTD

APPROVED:

Ken Salazar
Attorney General

By: _____
Arthur Barnhart
State Controller

By: _____
Jim Martin
Assistant Attorney General
Natural Resources Division

REGIONAL PLANNING COMMISSION

By: /s/ Kathryn H. Hall
Chairman
Board of County Commissioners

By: /s/Cindy Enos-Martinez
Mayor
City of Grand Junction

By: /s/ Shirley Howard , Deputy Clerk
County Clerk and Recorder

By: /s/ Stephanie Nye
City Clerk

EXHIBIT A

RURAL PLANNING WORK PROGRAM

The purpose of this exhibit is to present detailed procedures for the continuation of the statewide transportation planning process within the Transportation Planning Regions.

TASK I - STATEWIDE TRANSPORTATION ADVISORY COMMITTEE (STAC)

Purpose: For the STAC representative from the Grand Junction/Mesa County MPO to attend regularly scheduled meetings and carry out the other duties of the STAC pursuant to Section 43-1-1104 C.R.S., as amended, and to Section V. of the Rules for the Statewide Planning Process (2 CCR 604-2).

- Method:
1. Review and comment on Regional Transportation Plans.
 2. Review and provide a recommendation to the Department on whether the plans, amendments, and updates to these plans meet the requirements of sections V-A of the Rules.
 3. Assist in resolving conflicts which arise between TPRs, or between the Department and a TPR.
 4. Make recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTP) into the State Transportation Plan.
 5. Provide advice to the Department on Colorado's mobility requirements by furnishing regional perspectives on transportation problems requiring statewide solutions.
 6. Make recommendations to Planning Organizations and the Department that will improve modal choice, linkages between modes, and transportation system continuity.

TASK 2 - PUBLIC PARTICIPATION

Purpose: For the Grand Junction/Mesa County MPO in cooperation with the Department in carrying out the Statewide Public Participation Process for Transportation Planning pursuant to Section VI-A of the Rules for the Statewide Planning Process (2 CCR 604-2).

1. Cooperate with the Department in providing reasonable notice and opportunity to comment on upcoming state transportation planning related activities and meetings.

2. Provide annual recommendations on the TPR project priorities for the STIP through the Project Priority Programming Process.
3. Cooperate with the Department in facilitating public meetings in the TPR pursuant to Section VI-A (6) of the Rules for the Statewide Planning Process (2 CCR 604-2).
4. Review and comment on draft Statewide Transportation Improvement Programs.
5. Prepare responses to significant issues raised at required public meetings within the TPR concerning the RTP pursuant to Section VI-A of the Rules for the Statewide Planning process (2 CCR 604-2).

TASK 3 - STATEWIDE TRANSPORTATION PLAN REVIEW

Purpose: Provide input on the integration and consolidation of regional plans with the Statewide Transportation Plan.

Method: Review and provide comment, through the STAC representative, on elements of the Statewide Transportation Plan, including proposed criteria for incorporating projects into the Statewide Transportation Plan, drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to Section 43-1-1103 (3) (a) C.R.S.

TASK 4 - REGIONAL TRANSPORTATION PLAN AMENDMENTS

Purpose: Circumstances altering the transportation systems planning factors upon which the RTP is based may change the TPRs project priority recommendations to the Department and require amending the RTP.

Method: Amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 604-2).