

RESOLUTION NO. 88-01

**A JOINT RESOLUTION** OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING THE SIGNING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN CDOT AND THE GRAND JUNCTION/MESA COUNTY METROPOLITAN PLANNING ORGANIZATION REGARDING THE FY2002 CONSOLIDATED PLANNING GRANT (CPG).

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 Intergovernmental Agreement hereunto attached, was approved for signature by the Board of County Commissioners of the County of Mesa, Colorado on September 10, 2001 and by the City Council of the City of Grand Junction, Colorado on September 5, 2001.

CITY OF GRAND JUNCTION

COUNTY OF MESA

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

\_\_\_\_\_  
Chair of the Board  
Mesa County Board of Commissioners

5<sup>th</sup> day of September, 2001

\_\_\_\_\_ day of \_\_\_\_\_, 2001

Attest:

Attest:

/s/ Stephanie Nye  
City Clerk

\_\_\_\_\_  
County Clerk

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "Department", and the GRAND JUNCTION/MESA COUNTY, hereinafter referred to as the "Planning Agency," created under powers set forth in Article XIV, Section 18 (2) of the Colorado Constitution and Part 2 of Article 1 of Title 29, CRS, as amended.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available funds from federal fiscal year 2002 for payment in **Fund 400, Organization 9890, Appropriation Code 417, Program 5000, Function 1510, Object 5180 1N, **GBL CD92, Reporting Category 0510, FIEN # 846000783** for a total of **\$ 130,168**. The maximum amount payable by the Department shall not exceed **\$ 106,738**, which is 82% of the total available funds. The local match will be **\$ 23,430**, which is 18% of the total available funds. The Catalog Federal Domestic Assistance number (CFDA) which relates to contract audit procedures is 20.205.**

WHEREAS, Section 104 (f) Title 23 USC and Section 5303 of 49 USC provides metropolitan transportation planning funds, hereinafter referred to as "planning" funds, to Metropolitan Planning Organizations (MPOs) to conduct Comprehensive and Transportation Planning Programs in the urbanized areas of the State of Colorado as defined by the U.S. Census; and

WHEREAS, the Governor of the State of Colorado and general purpose local governments within the Grand Junction metropolitan area have agreed that the GRAND JUNCTION/MESA COUNTY, the "Planning Agency", shall be the MPO and, as such, is the recipient of "planning" funds for the Grand Junction urbanized area; and

WHEREAS, the Planning Agency and the Department will cooperatively prepare a mutually acceptable Unified Planning Work Program (UPWP) which must be adopted by the Planning Agency and accepted by the Department as the document describing the total regional planning and management program for the Grand Junction urbanized area.

WHEREAS, the U.S. Department of Transportation has created the Consolidated Planning Grant program and the Metropolitan Planning Organizations, the Department, the Federal Transit Administration and the Federal Highway Administration have mutually agreed to participate; and

WHEREAS, the Department and the Planning Agencies have mutually cooperated in developing this intergovernmental agreement and have agreed to the consolidation of these funds, the distribution formula and the matching ratio.

**NOW, THEREFORE, the parties hereto mutually agree as follows:**

**1. PURPOSE AND SCOPE**

- 1.1 Work to be performed under this Agreement and the compensation for such work shall be identified in a Unified Planning Work Program (UPWP), prepared on an annual basis for each fiscal year. The UPWP (Exhibit A) shall consist of the tasks for the year as accepted by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).
- 1.2 The Planning Agency shall not commence work to be performed in the UPWP until the date specified by a written notice to proceed by the Department (which may be an electronic notice) and shall complete the work by the date specified in the UPWP, unless the time thereof is extended by mutual agreement of the parties hereto evidenced by letters or electronic notice.

By preparing and submitting the annual UPWP, the Planning Agency agrees to perform such services within the total annual planning funds made available for that purpose. The UPWP shall be deemed incorporated herein.

**2. FUNDING**

The amount of federal funds available to pay for services performed by the Planning Agency in any one year is limited by the amount of the unused portion of the allocated funds for the Urbanized Area made available through Section 104 (f) Title 23 US Code and any amendments thereto and Section 5303 of 49 US Code and any amendments thereto.

- 2.1 The Department shall not be obligated to use State funds under this agreement. The Department's use of federal planning funds to pay for costs shall be limited to the costs which are actually incurred by the Planning Agency and which are allowable, as defined in Paragraph 6 of this agreement. The Planning Agency shall be solely responsible for all costs incurred which are either not allowable or which exceed the funds available in the agreement.

As per 23 CFR Section 420.111(b), the UPWP shall include a description of work to be accomplished and cost estimates for each activity. For expenditures, federal planning revenues (PL and 5303) do not have to be identified by sources; however, local match revenues should be identified.

By June 30 of each year the Department shall notify the Planning Agency, in writing, of

the level of federal planning funds which are expected to be available for programming in the annual UPWP for the following fiscal year, which will commence October 1 of each year and end September 30 of the following year.

**FEDERAL FUNDING.** This agreement 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 agreement 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 agreement without liability, including liability for termination costs.

### **3. PERSONNEL**

3.1 The Planning Agency shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in the UPWP. The Planning Agency shall be responsible to select such staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 49 CFR 18.36. In addition, any Request for Proposal (RFP) used by the Planning Agency to secure consultant services must be reviewed by the Department before the Planning Agency releases the RFP. The Department shall have 15 days from the date of receiving the RFP in which to return comments. Responses to the Department's comments will be provided by the Planning Agency within 15 days of receipt of the comments. The Planning Agency shall notify the Department before executing any contract for consultant services which utilizes planning funding.

### **4. TERM – OPTION CLAUSE TO EXTEND SERVICES**

- 4.1 The term of this agreement shall be from the effective date through September 30, 2002.
- 4.2 The Department and the Planning Agency shall have the Option to renew the Agreement, subject to the annual budgeting and availability of sufficient funds, as described below. The Department may exercise the Option by written notice to the Planning Agency using a form substantially equivalent to Exhibit B.
- 4.3 Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.



maintenance and repair, utilities, communications, and administrative staff personnel. Indirect costs must be substantiated by audit, and reimbursement will be limited to the indirect cost rate contained in the approved indirect cost allocation plan. The indirect cost allocation plan must be approved by the Federal cognizant agency. The Planning Agency must also have an audit of their entity financial statement in accordance with OMB Circular A-133. A copy of the audit shall be submitted to CDOT within 180 days of the close of your fiscal year. All billings requesting reimbursement for indirect costs shall be in accordance with OMB Circular A-87.

- 6.2 tasks If the Planning Agency bills indirect costs, the Planning Agency must have an indirect cost plan in accordance with OMB Circular A-87. An A-87 audit is required to support the indirect cost rate proposed in the UPWP. Determination of indirect costs will follow those guidelines set forth in the Federal Procurement regulations (41 CFR 1-15.7), and OMB Circular A-87. The Planning Agency must also have an audit of their financial statement.

With regard to memberships, subscriptions, and professional tasks (OMB Circular No. A-87, Attachment B, Item 30):

1. Costs of the governmental unit's memberships in business, technical, and professional organizations are allowable.
2. Costs of the governmental unit's subscriptions to business, professional, and technical periodicals are allowable.
3. Costs of meetings and conferences where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs are allowable.
4. Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the Federal awarding agency.
5. Costs of membership in organizations substantially engaged in lobbying are unallowable.

- 6.3 In determining the amount of federal assistance, the Department will exclude:

1. Any project costs incurred by the Planning Agency before the execution of the Agreement, Change Order Letter (See Section 19) or Option Letter.
2. Any costs incurred by the Planning Agency that is not included in the UPWP.
3. Any cost incurred by the Planning Agency after the termination date of this Agreement or Amendment.

The Planning Agency agrees that reimbursement of any cost under this Agreement does not constitute a final Department decision about the allowability of the cost and does not constitute a waiver of any violation by the Planning Agency of the terms of this Agreement.

## **7. PROGRAM MONITORING, REPORTING AND PERFORMANCE**

- 7.1 Tasks described in the UPWP and in paragraph 1 shall be monitored by the Department in accordance with the provisions of 23 CFR Part 450 and any amendments and this agreement. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Planning Agency or the State.

The Department will monitor all the tasks of the Planning Agency supported by transportation planning funds to assure that the work is being managed and performed satisfactorily and to enable the submission of appropriate reports that will contain as a minimum (23 CFR Part 420.117):

1. Comparison of actual performance with established goals;
2. Progress in meeting schedules;
3. Comparison of budgeted (approved) amounts and actual costs incurred;
4. Cost overruns/underruns;
5. Approved planning program revisions; and
6. Other pertinent supporting data.

In responding to these requirements, the Department will utilize the following steps and procedures to ensure that assigned responsibilities are carried out.

1.       Monitoring Documents  
The Department will use the current UPWP and approved study designs in reviewing the progress being made by the Planning Agency to meet the commitments in the planning contract. The issue of reasonable costs will be addressed during UPWP development.
2.       Monitoring Meetings  
Meetings between Department and Planning Agency representatives will be conducted biannually at the Department's discretion for the purpose of reviewing progress, resource allocations, and billings. Planning Agency representatives will provide an expenditure summary to the Department at least one week prior to the meeting.
3.       Progress and Financial Reports  
The Department will submit biannual progress and quarterly financial reports to the federal agencies.

The Planning Agency is responsible for the timely production of all the products, which it has committed to in the UPWP. The products are considered acceptable if developed and/or approved in accordance with the local MPO process. The UPWP, TIP and Transportation Plan will be reviewed and/or approved by state and federal agencies, as defined in CFR 23 Part 420.

- 7.3 Within 30 days after the end of the Program Period, the Planning Agency will provide to the Department a final accomplishment report of the tasks performed under this agreement for the completed fiscal year. It shall include, but not be limited to:
  1. Final accomplishments by tasks;
  2. Status of uncompleted products; and
  3. Actual expenditures for the Program Period.

The Department has the right to disallow any costs incurred by the Planning Agency, which are not consistent with paragraph 6 or on any task not in compliance with the authorized tasks of the UPWP.



- 7.4 If any product that the Planning Agency has committed to in the UPWP is not produced and the area does not have an approved long-range transportation plan or Transportation Improvement Program (TIP) and reasonable justification was not provided, the following steps will be implemented by the department:
1. The Department representative will meet with the Planning Agency representative to discuss performance.
  2. The Department representative will report the progress to the Division of Transportation Development Director.

~~EXHIBIT C~~

The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, the Department shall determine if a reduction in allocation is appropriate. The Planning Agency will be notified of any decisions made.

- 7.5 The Planning Agency is responsible for monitoring the work tasks of subcontractors.

**8. RECORDS, ACCOUNTS, REPORTS, AND AUDITS**

- 8.1 The Planning Agency and any consultants shall maintain all books, records, and other documentation pertaining to authorized UPWP tasks and to completely substantiate all costs incurred and billed to CDOT during the current Program Period and for a period of three years from the date of final payment under the terms of this agreement.

These records shall be made available for inspection and audit to the Department, FHWA, FTA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Planning Agency shall include this record keeping/audit requirement in any contract with any consultant employed to perform UPWP tasks by expressly requiring the consultant to comply with this requirement.

- 8.2 The Department, FHWA and FTA 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 the UPWP. FHWA and FTA will arrange such review and inspections through the Department.

**9. OWNERSHIP OF DATA AND COPYRIGHTS**

- 9.1 Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this agreement shall become the property of the Planning Agency, except as set forth herein, also, the Planning Agency is hereby authorized to copyright and market computer software produced under this agreement. All proceeds from the sale of products or services developed under this agreement must be returned to the Planning Agency for transportation planning purposes.

Notwithstanding the foregoing, the Department, FHWA and FTA shall, without cost to them, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for Department and U.S. Government purposes. In addition, the Department and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer software produced under this agreement 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 Planning Agency choose to market computer files and/or software produced under this project, the Department agrees to refer inquiries concerning such materials to the Planning Agency.

- 9.2 All information, data, reports, and maps which are developed by the Planning Agency for carrying out the tasks in the Annual UPWP shall be made available in sufficient copies to the Department, FHWA and FTA (not to exceed fifteen), as directed by the Department.
- 9.3 All reports pertaining to the performance of this agreement shall be reviewed by CDOT, and made available to FHWA, and FTA for review, but no report will be published without the prior approval of FHWA and FTA. Any published material shall acknowledge the financial participation of the Department and/or the FHWA and FTA in recognition of the cooperative nature of the 3C Transportation Planning Process. Also, any published material shall include appropriate federal disclaimer statements.

## **10. INTEREST OF PARTIES**

- 10.1 The parties aver that to their knowledge, their employees have no interests and shall not acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this agreement. The parties further promise that they will not employ any person having an outside interest in the performance of this agreement.

## **11. COVENANT AGAINST CONTINGENT FEES**

11.1 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 agreement, shall not:

1. Participate in any decision related to this agreement 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 agreement or the proceeds thereof.

**12. ASSIGNMENT OF RIGHTS**

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

**13. CLAIMS AND LIABILITY**

13.1 The Planning Agency warrants that it has the authority to enter into this agreement under its Articles of Association, and that it has taken all appropriate actions to lawfully execute such authority. The Planning Agency shall be responsible for all claims and liabilities resulting from the Planning Agency's acts or the acts of consultants, subcontractors, agents, or employees of the Planning Agency.

**14. TERMINATION OF AGREEMENT**

14.1 Either party has the right to withdraw from this agreement by giving written notice to the other party at least sixty (60) days, except as provided in Section 19.1.3, in advance of such withdrawal, whereupon the agreement shall terminate at the expiration of the period of notice. In that event, the Department shall pay the Planning Agency only for its share of the Annual UPWP work completed by the date of termination.

**15. DESIGNATED REPRESENTATIVES**

15.1 For the purpose of this agreement, the individuals identified below are hereby-designated representatives of the respective parties.

Department:	Jeff Walker Division of Transportation Development
Planning Agency:	Agency Designee GRAND JUNCTION/MESA COUNTY

**16. NOTICES**

16.1 All notices required to be given by the parties hereunder shall be 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:

Department: Jeff Walker  
Division of Transportation Development  
Planning Agency: Agency Designee  
GRAND JUNCTION/MESA COUNTY

**17. PRIORITIES**

17.1 The attached Special Provisions are made a part of this agreement. Also, all of the circulars and regulations and statutes, as amended, that are cited in this agreement are incorporated herein by reference and made a part of this agreement. If a conflict occurs between the provisions of this Agreement proper or the attachments hereto, the priority to be used to resolve such conflict shall be as follows:

1. State Special Provision attached to this Agreement; then
2. Incorporated material; then
3. This Agreement proper; then
4. Exhibit A (UPWP).

**18. INTEGRATION**

18.1 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall be considered unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto, other than any Change Order Letter approved by the State Controller or his designee, shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

**19. CHANGE ORDER LETTER**

19.1 The State may prospectively increase or decrease the amount payable under this Agreement through a "Change Order Letter," approved by the State Controller or his designee, to the form attached hereto as Exhibit C, subject to the following conditions:

1. The Change Order Letter ("Letter") includes the following:

- a. Identification of agreement by agreement number and affected paragraph number(s);
  - b. Types of services or programs increased or decreased and the new level of each service or program;
  - c. Amount of the increase or decrease in the level of funding, including the possible rollover of funds, for each service or program and the total;
  - d. Intended effective date of the funding change;
  - e. A provision stating that the Change shall not be valid until approved by the State Controller or such assistant as he may designate.
2. Upon proper execution and approval, such letter shall become an amendment to this Agreement and, except for the General and Special Provisions of the Agreement, the letter shall supersede the Agreement in the event of a conflict between the two. It is understood and agreed that the letter may be used only for increased or decreased funding, and corresponding adjustments to service levels and any budget line items.
  3. If the Planning Agency agrees to and accepts the change, the Planning Agency shall execute and return the letter to the Department by the date indicated in the letter. In the event the Planning Agency does not accept the change, or fails to timely return the executed letter, the Department may, upon notice to the Planning Agency, terminate this Agreement effective at any time after twenty (20) days following the return deadline specified in the letter. Such notice shall specify the effective date of termination.

In the event of termination, the parties shall not be relieved of their obligations up to the effective date of termination.

#### EXHIBIT C

Increases or decreases in the level of contractual funding made through the letter process during the term of this agreement may be made under the following circumstances:

- a. If necessary to fully utilize Colorado State appropriations and/or non-appropriated federal grant awards.
- b. Adjustments to reflect current year expenditures.
- c. Supplemental appropriations or non-appropriated federal funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this program.
- d. Closure of programs and/or termination of related contracts.
- e. Delay or difficulty in implementing new programs or services.
- f. Other special circumstances as deemed appropriate by the State.

#### EXHIBIT C

#### GRANT ASSURANCES.

**Since this grant agreement involves the expenditure of federal funds, the grantee/local agency/contractor shall at all times during the execution of this agreement 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 agreement. The grantee/local agency/contractor shall also require compliance with these statutes and regulations in subgrant agreements entered into under this agreement.** Federal laws and regulations that may be applicable include:

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;

EXHIBIT C

the Contractor shall comply with section 18.37 or section 19.37 concerning any subgrants;

EXHIBIT C

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;

EXHIBIT C the Contractor shall incorporate the specific agreement 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.

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.

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.

20.5. 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 the day and year first above written.**

ATTEST:

STATE OF COLORADO  
BILL OWENS, GOVERNOR

By \_\_\_\_\_

By \_\_\_\_\_

Chief Clerk

THOMAS E. NORTON  
Executive Director  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

Jennifer Finch  
Division Director  
Division of Transportation  
Development

APPROVED:  
ARTHUR L. BARNHART  
State Controller

KEN SALAZAR  
Attorney General

By \_\_\_\_\_

By \_\_\_\_\_

James E. Martin  
Assistant Attorney General  
Civil Litigation Section

**GRAND JUNCTION/MESA COUNTY**

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Administrative Officer

Executive Director





EXHIBIT C

*Sample Change Order Letter*

**Date:** \_\_\_\_\_

Fiscal year: \_\_\_\_\_

Change Order Letter No. \_\_\_\_

In accordance with Paragraph \_\_\_\_ of Intergovernmental Agreement number \_\_\_\_\_, between the State of Colorado Department of Transportation and the \_\_\_\_\_, covering the period of \_\_\_\_\_ through \_\_\_\_\_, the undersigned agree that the maximum amount payable by the Department for eligible services as outlined in Paragraph \_\_\_\_ is (increased/decreased) by (\$ \_\_\_\_\_) to a new total of (\$ \_\_\_\_\_).

The budget is revised accordingly, as set forth in the Unified Planning Work program, Exhibit A, attached and incorporated herein by reference.

This amendment to the agreement is intended to be effective as of \_\_\_\_\_, but in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all copies of this letter on or before \_\_\_\_\_, 20 \_\_\_\_.

Contractor Name:

State of Colorado:  
Bill Owens, Governor

By: \_\_\_\_\_  
Planning Agency Representative

By: \_\_\_\_\_  
For the Executive Director  
Colorado Dept. of Transportation

APPROVALS:

FOR THE STATE CONTROLLER  
Arthur L. Barnhart

By: \_\_\_\_\_  
George McCullar  
Department Controller

**Exhibit A**

MCM# 2001-91-1

GJCC# 73-01

RESOLUTION NO. 73-01

MCM 2001-91-1

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION CONCERNING ADOPTION OF THE AMENDED FISCAL YEAR 2002 UNIFIED PLANNING WORK PROGRAM (UPWP) (WITH additional language relating to the 'Memorandum of Agreement' listed under Task A.4).

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 Amended Unified Planning Work Program (with additional language relating to the Memorandum of Agreement, listed under Task A.4), hereunto attached, is adopted by the Board of County Commissioners of the County of Mesa, Colorado on August 6, 2001 and by the City Council of the City of Grand Junction, Colorado on August 1, 2001

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/Cindy Enos-Martinez

Mayor  
Grand Junction City Council

\_\_\_\_\_  
Chair of the Board  
Mesa County Board of Commissioners

1<sup>st</sup> day of August, 2001

Attest:

/s/ Stephanie Nye  
City Clerk

6th day of August, 2001

Attest:

\_\_\_\_\_  
County Clerk

FY 2002  
 UNIFIED PLANNING WORK PROGRAM  
 (Amended July 18, 2001)  
 FOR THE  
 GRAND JUNCTION/MESA COUNTY  
 URBANIZED AREA

Prepared by the  
 Mesa County  
 Regional Transportation Planning Office  
*Grand Junction/Mesa County*  
*Metropolitan Planning Organization*  
*& Transportation Planning Region*  
 and the  
 Colorado Department of Transportation  
 Division of Transportation Development  
 Program Management Branch  
 In cooperation with the  
 U.S. Department of Transportation  
 Federal Highway Administration  
 Federal Transit Administration  
 July, 2001

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**2**

**FIGURE 1-- TRANSPORTATION PLANNING TERMINOLOGY**

Air Quality Control Commission . . . . .	AQCC
Annual Element . . . . .	AE
Colorado Department of Transportation . . . . .	CDOT
U.S. Department of Transportation . . . . .	DOT
Federal Highway Administration . . . . .	FHWA
Federal Transportation Administration . . . . .	FTA
Fiscal Year for the MPO . . . . .	FY
Intermodal Surface Transportation Act . . . . .	ISTEA
Metropolitan Planning Organization . . . . .	MPO
FHWA planning funds made available through CDOT to the MPO . . . . .	PL Funds
FTA funds made available through CDOT to the MPO . . . . .	
Section 5303 Funds	
State Implementation Plan . . . . .	SIP
State Planning and Research Funds . . . . .	SPR
Title VI of the U.S., Civil Right Act of 1964, as amended . . . . .	Title VI
Transit Development Plan . . . . .	TDP
Transportation Improvement Plan . . . . .	TIP
Transportation Policy Advisory Committee . . . . .	TPAC
Transportation Technical Advisory Committee . . . . .	TTAC
Unified Planning Work Program . . . . .	UPWP
Urban Transportation Planning Process . . . . .	UTPP
Vehicle Miles Traveled . . . . .	VMT

**3**

**INTRODUCTION**

The Unified Planning Work Program describes planning tasks and personnel costs and also budgets funds for the Fiscal Year 2002 running from October 1, 2001 through September 30, 2002. The Metropolitan Planning Organization (MPO), composed of

Grand Junction and Mesa County elected officials and staff, coordinates this planning with state officials from the Colorado Department of Transportation (CDOT) and the Colorado Health Department who, through the Air Quality Control Commission, is charged with protecting air quality throughout Colorado. The ultimate goal of this planning process is an efficient, effective transportation system. The MPO staff are housed within the Mesa County Regional Transportation Planning Office (RTPO).

To further the continuing, comprehensive, and cooperative planning for the Grand Junction Urbanized Area (Fig. 2,) the Federal Highway Administration provides Planning (PL) funds to the MPO under the administration of CDOT. The FY 2002 Consolidated Planning Grant (CPG) allocation to the MPO is \$130,168. Maximum payable by the department is \$106,738. This amount is made up of Federal Highway Administration (FhWA) funds in the amount of \$84,922 and of Federal Transit Administration (FTA) funds in the amount of \$21,816 for a total of 82% of the Consolidated Planning Grant. These funds are matched at an 18.0% ratio by the MPO members. Local match for PL and Section 5303 is \$23,430 and is split 50/50 between Mesa County and the City of Grand Junction.

In addition, Section 5307 FTA grant funds will provide \$45,000 with a \$11,250 local match requirement for a total of \$56,250 to the RTPO in FY 2002 for the purpose of FTA grant administration and public transit coordination. Other funding to the RTPO for FY 2002 includes \$30,000 from Mesa County, \$2,500 from Fruita, and \$1,000 from Palisade for a total of \$33,500 for Transportation Planning Region planning activities

The RTPO, therefore, proposes to spend a total of \$219,918, including local match, on transportation-related tasks contained in the FY 2002 Unified Planning Work Program.

CDOT, as the Contract Administrator, monitors the timely accomplishment of tasks and the reimbursement process. In addition, CDOT actively participates in the planning process through the provision of technical services (Fig. 3.)

The current local operational structure allows for maximum funding to be channeled to local City and County agencies through the Transportation Technical Advisory Committee (TTAC) and Transportation Policy Advisory Committee (TPAC) and to provide staff and resources for completion of the various tasks through the RTPPO and the member governments. The MPO continues to shift much of the administrative activity associated with each task (grant administration, planning, and implementation) into the task budget itself. This allows the MPO Administrator (the RTPPO Director) to focus on required documents, annual certification, and overall policy development for the agency, and to direct more dollars to actual studies and activities. The RTPPO performs administrative functions working directly to support the task elements of the FY 2002 UPWP. This office is the "single point-of-contact" between MPO agencies and state and federal officials. The technical operational agencies assume an active role in developing, implementing, and monitoring the program tasks. The MPO

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Palisade  
Redlands  
Whitewater  
Clifton  
Fruita  
Grand Junction

Administrator provides technical support and performs the managerial tasks necessary for the MPO to comply with state and federal requirements. Program goals call for continued support of grant administration, planning, and implementation tasks with minimum administrative overhead. The MPO's local approach to this UPWP should accomplish those goals.

#### **FIGURE 2 -- URBANIZED AREA MAP**

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#### **FIGURE 3 -- GRAND JUNCTION / MESA COUNTY**

#### **METROPOLITAN PLANNING ORGANIZATION**

#### **LOCAL REVIEW PROCESS**

#### **DECISION MAKING OFFICIALS**

Grand Junction  
City Council  
Mesa County  
Commissioners

#### **TRANSPORTATION POLICY ADVISORY COMMITTEE (TPAC)**



Grand Junction City Council Designee  
Mesa County Commissioners Designee  
State Transportation Commission Designee  
Colorado Air Quality Control Commission Designee  
Federal Highway Administration Designee

**MPO ADMINISTRATION**

Mesa County  
Regional Transportation Planning Office

**TRANSPORTATION TECHNICAL ADVISORY COMMITTEE  
(TTAC)**

Colorado Dept. Of Health~  
Air Pollution Control Div., Denver  
Colorado Dept. Of Transportation, Region 3  
Colorado Dept. Of Transportation~  
Div. of Transportation Development, Denver  
Colorado State Patrol  
Federal Highway Administration, Denver  
Grand Junction Haz Mat Coordinator  
Grand Junction Community Development  
Grand Junction Public Works  
Mesa County Public Works Dept.  
Mesa County Planning & Development Dept -  
Division of Long Range Planning  
Mesa County Health Dept.  
Federal Transportation Administration~  
Region VIII, Denver  
City of Fruita  
Town of Palisade  
Town of Colbran  
Town of DeBeque

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**SUMMARY OF THE BUDGET**

For FY 2002 it is proposed that \$219,918 be expended by the RTPO on transportation planning for the MPO. Of that amount \$34,680 is the required match from Grand Junction, Mesa County, and other local sources, as well as \$33,500 is to be provided by Mesa County, Fruita, and Palisade for Transportation Planning Region (TPR) activities. Federal Highway Administration and Federal Transit Administration funds administered through CDOT provide \$151,738 for regional transportation planning efforts. A breakdown of these funds by task group and agency is shown below.

**TABLE 1-- SUMMARY OF THE BUDGET**

Task				
PL &				
Sec 5303	Sec 5307	TPR	Total	
A.1	FY 2003 UFWP	\$8,000	\$8,000	
A.2	Administration	32,000	\$10,000	\$3,000 45,000
A.3	Training and Travel	6,000	2,500	8,500

A.4 MPO Memo of Understanding 31,000 5,000 36,000  
 B.1 Planning Tasks 46,168 43,500 24,500 114,418  
 C.1 2003-2008 TIP Amendments 6,750 250 1,000 8,000  
**TOTAL \$130,168 \$56,250 \$33,500 \$219,918**

**TABLE 2 -- FUNDING BREAKDOWN**

**Funding Sources Grants**

**Mesa**

**County**

**Grand**

**Junction Fruita Palisade Total**

Consolidated Planning Grant (CPG) \$106,738 11,715 11,715 0 0 130,168  
 Section 5307 45,000 11,250 0 0 0 56,250  
 TPR Contributions 0 30,000 0 2,500 1,000 33,500  
**TOTAL \$151,738 \$52,965 \$11,715 \$2,500 \$1,000 \$219,918**

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**TABLE 3 -- UPWP TASK COSTS**

**Task**

**Local**

**Match PL Sec 5303 Sec 5307 Total**

A.1 FY 2003 UPWP \$1,440 \$6,560 \$8,000  
 A.2 Administration 10,760 23,418 \$2,822 \$8,000 45,000  
 A.3 Training and Travel 1,580 3,656 1,264 2,000 8,500  
 A.4 MPO Memo of Understanding 10,580 18,890 6,530 36,000  
 B.1 Planning Tasks 41,555 28,285 9,778 34,800 114,418  
 C.1 2001-2006 TIP Amendments 2,265 4,113 1,422 200 8,000  
**TOTAL \$68,180 \$84,922 \$21,816 \$45,000 \$219,918**

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**GRAND JUNCTION / MESA COUNTY MPO**

**UPWP WORK TASKS**

The major portion of this document consists of work tasks to be completed during Fiscal Year 2002 (October 1, 2001 to September 30, 2002.) These work tasks are intended to monitor and implement the continuing, cooperative, and comprehensive urban transportation planning process carried out by the MPO and CDOT in the Grand Junction urbanized area. The agencies with primary responsibility for completion of each task are listed in the UPWP. The UPWP is intentionally presented as an outline of primary funding sources and planning schedules. An overview of the entire planning process is contained in the Memorandum of Agreement establishing the MPO. (See Figure 3 for the MPO structure.) Figure 4 provides a summary of scheduling for all UPWP tasks. Work tasks of a continuing nature are differentiated from those with definable time frames. Modifications in task schedules are reflected in monitoring reports. Significant changes in schedules will be agreed to by CDOT and the MPO. An accomplishment report for FY 2002 will be completed on a quarterly basis beginning in January, 2002 and submitted to CDOT.

**A. MANAGEMENT ACTIVITIES**

The primary objective of the UPWP management activities is to

provide for the on-going management of the urban transportation planning program in the Grand Junction urbanized area. Secondary objectives include grants management, coordination of planning efforts between local, regional and state agencies, citizen participation and monitoring, and documentation of transportation planning efforts and technical studies through locally adopted planning documents. Since the MPO and CDOT share responsibility for compliance with Federal planning guidelines, both agencies are involved in program management activities.

**A.1. Task Name: Fiscal Year 2003 (October 1, 2002 through September 30, 2003) Unified Planning Work Program (UPWP).**

Objective: To perform the necessary management tasks to produce a FY 2003 UPWP that will include all transportation planning activities, regardless of Federal funding sources, which significantly impact the local Study Area, whether performed on a federal, state, or local level.

Product: A Unified Planning Work Program for FY 2003.

Schedule: A meeting to discuss work needs will be held in March. The UPWP first draft will be completed in April, with adoption by May 15th. The MPO

Contract will be signed by the Grand Junction City Council, Mesa County

Commissioners, and the State of Colorado by September 30th.

Agency: Regional Transportation Planning Office

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Personnel: Local - 20 days

Costs: \$8,000 (Includes non-salary costs)

FUNDING: Total - \$8,000

PL - \$6,560

Sec 5303 - \$0.00

FTA 5307 - \$0.00

Local - \$1,440

**A.2. Task Name: Administration.**

Objective: To effectively administer, manage, support, monitor, coordinate, and control the continuing federally-assisted transportation planning processes for the Grand Junction urbanized area through the following activities:

- (1) Maintain the commitments included in the Memorandum of Agreement and the contracts for planning funds (PL funds and Section 5303 funds);
- (2) Submit monitoring reports on the FY2002 UPWP tasks;
- (3) Maintain and document expenditures and submit financial

reports;

(4) Support members of the decision making bodies, Transportation Policy Advisory Committee, Transportation Technical Advisory Committee, and the City and County Planning Commissions in their decisions on MPO-related activities;

(5) To monitor significant policy activities on the federal, state, and local levels that could have potential impact on MPO activities. At the direction of the MPO, represent the MPO members in federal, state, and local decision-making processes;

(6) Represent the MPO in the Regional Transportation Planning Organization;

(7) Monitor UPWP task activities;

(8) Assist in development of RFP's for UPWP study and coordinate contracts.

(9) Develop and implement effective citizen participation activities.

Schedule: Continuous throughout the year with quarterly monitoring reports

(October, January, April, and July) and TTAC meetings as required.

Agency: Regional Transportation Planning Office

Personnel: Local - 120 days

Costs: \$45,000 (Includes non-salary costs)

FUNDING: Total - \$45,000

PL - \$23,418

Sec 5303 - \$ 2,822

FTA 5307 - \$ 8,000

Local - \$10,760

### **A.3 Task Name: Training and Travel**

Objective: To provide training for MPO member agency personnel and increase their expertise in transportation planning and related issues. Pay for travel

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associated with ongoing programs.

Products: The product of this effort will be the successful completion

of training courses by selected staff members.

Schedule: Continuous throughout the year. Progress reports furnished

quarterly.

Agency: Regional Transportation Planning Office

Personnel: Local - 22 days

Costs: \$8,500 (Includes non-salary costs)

FUNDING: Total - \$ 8,500

PL - \$ 3,656

Sec 5303 - \$ 1,264  
FTA 5307 - \$ 2,000  
Local - \$ 1,580

**A.4 Task Name: Memorandum of Understand and Memorandum of Agreement for MPO**

Objective: To update the 1984 Memorandum of Understanding and Memorandum of Agreement (combined into one document) for the Metropolitan Planning Area among Mesa County, the City of Grand Junction, CDOT and other potentially eligible municipalities within a planning area

determined by the twenty-year transportation planning horizon.

Products: The product of this effort will be the successful completion and adoption

of a new MOU and MOA by the participating entities.

Schedule: Draft Agreement - June, 2002. Final Agreement - September, 2002.

Agency: Regional Transportation Planning Office

Personnel: Local - 90 days

Costs: \$36,000 (Includes non-salary costs)

FUNDING: Total - \$36,000

PL - \$18,890

Sec 5303 - \$ 6,530

FTA 5307 - \$ 0.00

Local - \$ 10,580

**B. PLANNING ACTIVITIES**

The primary objective of planning activities is to support the decision-making process of the MPO through the development of studies and analyzes concerning short and long-term transportation needs.

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**B.1. Task Name: Planning Tasks**

Objective: Continuous planning to create a "Total Transportation Solution" for the

urbanized area through a multi-modal, travel demand management approach to studies, analyses, and recommendations. This includes extensive use of transportation modeling, geographic information systems

for transportation (GIS-T), technical assistance to requesting agencies and

to the public, and training programs for the area's planning commissions

in transportation planning, implementation tools & impact analysis.

Specific tasks may include:

- Continuous planning for the adopted Major Street Plan (Valleywide Circulation Plan) and 2020 Regional Transportation Plan,

- Assist with transportation element for updating the Mesa County Master Plan and member municipality master plans.
  - Access Management Training for staff & decision-makers,
  - Review long-range local capital improvements programs for regionally-significant transportation projects and prioritize regional funding sources for implementation,
  - Analyze Census 2000 for geographic distributions of targeted groups, including minority populations,
  - Assist CDOT Region 3, the City of Grand Junction, City of Fruita and Mesa County in project management of the joint Redlands Area / Highway 340 Transportation Study,
  - Assist CDOT Region 3 and Mesa County in the development of a the Clifton Traffic Study, including the Pear Park, Fruitvale and Clifton areas,
  - 2000 Census update to the TransCAD transportation model,
  - 2000 Census data incorporation into transportation model and planning (Census Transportation Planning Package),
  - Sponsor a regional "vision" of a network of multi-modal facilities for moving residents and spurring economic vitality in the Grand Valley,
  - Develop a funding & prioritization plan for implementing the Urban Trails Master Plan throughout the Grand Valley,
  - Assist Mesa County in developing a specific capital improvements plan to "retrofit" large, unincorporated areas with sidewalks, bike and pedestrian paths,
  - Assist the City of Grand Junction and area transportation providers in the development of the Grand Junction Historic Intermodal Plaza and the Westside Downtown Plan,
  - Create a long-range plan for expanded student-friendly transit services at Mesa State College,
  - Provide Title VI service equity monitoring for all modes of transportation expenditures,
- Products: Reports, maps, graphics, and electronic products to support analyses and

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recommendations for each task.

Schedule: Continuous.

Agency: Regional Transportation Planning Office

Community Development Dept. - Grand Jct

Mesa County Long Range Planning

Grand Junction Public Works Dept.

Mesa County Public Works Dept.

Personnel: Local - 260 days

Costs: \$114,418 (Includes non-salary costs)

FUNDING: Total - \$114,418  
 PL - \$ 28,285  
 Sec 5303 - \$ 9,778  
 FTA 5307 - \$ 34,800  
 Local - \$ 41,555

**C. IMPLEMENTATION TASKS**

Implementation activities refer to lists of capital projects adopted by the MPO which establish policy guidance on the use of transportation funds in the urbanized area of Grand Junction.

**C.1. Task Name: Prepare the FY 2003-2008 Transportation Improvement Program (TIP).**

Objective: The Fiscal Years 2003-2008 TIP will establish capital projects in the urbanized area for which federal assistance is expected. It will contain an annual element showing specific projects to which funds have been committed by the participating agencies, including the City of Grand Junction's Engineering Dept., Mesa County Engineering Dept. and CDOT Region 3.

Products: FY 2003-2008 Transportation Improvement Program (TIP).  
 Schedule: Continuous.

Agency: Regional Transportation Planning Office

Personnel: Local - 20 days

Costs: \$8,000 (Includes non-salary costs)

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FUNDING: Total - \$ 8,000  
 PL - \$ 4,113  
 Sec 5303 - \$ 1,422  
 FTA 5307 - \$ 200  
 Local - \$ 2,265

**FIGURE 4 -- TASK SCHEDULE**

Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
A.1 FY 2003 UPWP					D	R						
A.2 Administration	R	R	R	R								
A.3 Training and Travel												
A.4 MPO Memo of Understanding												
B.1 Planning Tasks	R	R	R	R								
C.1 2003-2008 TIP	R	R	D	R								

D = DRAFT REPORT DUE  
 R = REPORT DUE