

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
PLANNING OF THE 29 ROAD AND I70 INTERCHANGE

The parties to this Memorandum of Understanding (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (“COUNTY”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“CITY”).

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to the 29 Road Corridor (“the Project”). Portions of the 29 Road Corridor from Patterson Road (F Road) to I-70 straddle the meandering City/County limits line. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the Planning and Environmental Linkages (PEL) study of 29 Road from Patterson Road (F Road), crossing I70 and landing on a new connecting road North of I70 to the airport. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the Project.

The PEL study is a precursor that will be used to identify transportation issues and environmental concerns with the Project. The intent of the PEL study is to develop the purpose and need for the Project, determine Project size, and develop and refine a range of alternatives. The PEL study will link planning to environmental issues and result in useful information that can be carried forward into the National Environmental Policy Act (NEPA) process as part of CDOT’s Policy Directive 1601 Planning Process.

This PEL study is planned for completion by Fall 2018.

III. Procedure

Now, therefore, it is agreed that the Parties will:

- 1) Include funds in their respective budgets for the cost of the PEL study, the Parties will make every effort to budget funds as shown below:

Project Budget:

Fund Source	PEL 2018
City	\$200,000
County	\$200,000
TOTAL	\$400,000

- 2) If the PEL is not completed in 2018, the Parties agree to carry over any unexpended funds for the Project to the following year.
- 3) The COUNTY shall select and contract with a Consultant to prepare the PEL study in accordance with CDOT and FHWA standards.
- 4) The CITY and COUNTY will co-manage the PEL study. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Manager. The City will provide a representative. Both the City and County will perform their respective public relations coordinated through the Project Manager.
- 5) To minimize the effect of receiving revenue limitations under TABOR, the consultant contract may be written so that payments may be made directly to the consultant(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties.
- 6) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total local share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding expected of either party will not exceed the amount shown in the table in paragraph 1) except by mutual, written modification of this AGREEMENT.
- 7) The Project will generally include PEL study for construction of an interchange at 29 Road and I-70 as well as construction of a principal arterial on 29 Road from Patterson north to the interchange and a

connecting collector road to Horizon Drive. The general configuration of the design will not be changed except by mutual, written modification of this AGREEMENT. All work will be in accordance with FHWA and CDOT requirements / standards.

IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this AGREEMENT after 30 days notice in writing to the other in the intention to do so and fulfillment of all outstanding legal obligations.
- C) The COUNTY will advertise, receive proposals, and award the proposal upon recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

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

MESA COUNTY



John Justman, Chair
Mesa County Board of Commissioners



ATTEST: Sheila Reiner, Clerk
Date: March 19, 2018

CITY OF GRAND JUNCTION



Bennett Boeschenstein,
Mayor Pro Tem
Grand Junction City Council



ATTEST: Wanda Winkelmann, Clerk
Date: 03/21/18