

MEMORANDUM OF UNDERSTANDING

between

The City of Grand Junction and Mesa County, Colorado for the PLANNING OF THE 29 ROAD AND I-70 INTERCHANGE TO COMPLY WITH COLORADO DEPARTMENT OF TRANSPORTATION'S INTERCHANGE APPROVAL PROCESS POLICY (1601)

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 comply with the 1601 Colorado Department of Transportation's Interchange Approval Process Policy Directive ("1601") of 29 Road from Patterson Road (F Road), crossing I-70 and landing on a new connecting road north of I-70 to the airport. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the Project.

CDOT's Interchange Approval Process Policy Directive was established to ensure fair and consistent treatment of proposals for new interchanges or major interchange improvements on state highways. The Policy Directive was amended in December 2004 (and reconfirmed in October 2008) and the Procedural Directive that implements it was issued in October 2005. The CDOT "1601 process" is applied to all state highways (interstates, other freeways and non-freeway facilities) and to all applicants (local governments, public highway authorities, and CDOT itself) to manage the location of interchanges so that the state highway system's mobility and level of service is preserved. Such interchanges and improvements cannot be constructed until the applicant completes all the steps of the 1601 process identified in the Procedural Directive.

This 1601 study is planned for completion by July 2023.

III. Procedure

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

- 1) Include funds in their respective budgets for the cost of the 1601 study, the Parties will make every effort to budget funds as shown below:

Project Budget:

Fund Source	2021	2022	2023	Total
City	\$200,000	\$600,000	\$418,118.50	\$1,218,118.50
County	\$200,000	\$600,000	\$418,118.50	\$1,218,118.50
TOTAL	\$400,000	\$1,200,000	\$836,237.00	\$2,436,237.00

- 2) 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 1601 study in accordance with CDOT and FHWA standards.
- 4) The CITY and COUNTY will co-manage the 1601 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 1601 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 caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY

Janet Rowland, Chair
Mesa County Board of Commissioners

ATTEST: Tina Peters, Clerk
Date:

CITY OF GRAND JUNCTION



C.B. McDaniel, Mayor
Grand Junction City Council



ATTEST: Wanda Winklemann, Clerk
Date: *November 10, 2021*

