

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION,
CITY OF FRUITA, TOWN OF PALISADE,
AND COUNTY OF MESA, COLORADO**

**FY 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) SUPPLEMENTAL
PLANNING AND DEMONSTRATION GRANT**

The parties to this Memorandum of Agreement ("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); the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (Grand Junction); the City of Fruita, Colorado, a Colorado Municipality, acting through the City Council of the City of Fruita, Colorado (Fruita); and the Town of Palisade, Colorado, a Colorado Municipality, acting through the Board of Trustees of the Town of Palisade, Colorado (Palisade). Grand Junction, Fruita, and palisade collectively may be referred to as MUNICIPALITIES.

WHEREAS, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in their collective and singular best interest and that the work to be performed with the SS4A grant funds will benefit the public; and

WHEREAS, the COUNTY and MUNICIPALITIES submitted a joint US Department of Transportation Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) Grant application on August 29, 2024; and

WHEREAS, the COUNTY and MUNICIPALITIES were selected for an award of \$196,000 in federal funding from the FY 2024 SS4A Grant program for Supplemental Planning and Demonstration; and

WHEREAS, the COUNTY has agreed to serve as the fiscal and reporting agent for the FY 2024 SS4A Supplemental Planning and Demonstration Grant.

NOW THEREFORE, the COUNTY and MUNICIPALITIES agree as follows:

- I. Introduction
Both the COUNTY and MUNICIPALITIES (collectively "PARTIES", individually "PARTY") have an interest in eliminating the number of deaths and injuries on their roadways. The PARTIES recognize that cooperative planning and spending can maximize the community's resources that are available for improvements and strive to partner on the FY 2024 SS4A Supplemental Planning and Demonstration Grant ("Grant").

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete the Grant. This AGREEMENT also establishes the intention of the COUNTY and MUNICIPALITIES to provide matching funds for the Grant.

The Grant provides funding for:

- A) Fixed and/or mobile speed feedback signs:
 - i. Two for Mesa County
 - ii. Six for the City of Grand Junction
 - iii. Two for the City of Fruita
 - iv. Two for the Town of Palisade
- B) A Safety Messaging and Outreach Study
- C) Development of a High-Risk Network

The AGREEMENT is in effect until the completion of the Grant.

III. Procedure

- A) The PARTIES will include funds in their 2025 budget for the local match of the Grant as shown below:

Project Budget

	Financial Contribution	% of Total Project Cost
Federal Share	\$196,000	80%
Local Match	\$49,000	20%
Mesa County	\$15,775	6.44%
City of Grand Junction	\$23,775	9.70%
City of Fruita	\$5,025	2.05%
Town of Palisade	\$4,425	1.81%
Total Project Cost	\$245,000	100%

- B) The PARTIES agree that the spirit of this Agreement is for all PARTIES to continue funding the Project until it is completed; however, all expenditures of funds by any of the PARTIES are subject to annual appropriations pursuant to Colorado law.
- C) The PARTIES will designate a Technical Team consisting of persons designated respectively by the PARTIES to advise on the management of the Grant. ; however, the Project Manager for the Grant will be the COUNTY Regional Transportation Planning Office. The PARTIES will perform their respective public relations coordinated through the Project Manager.

- D) The COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include and make applicable for the protection and benefit of the County and the Municipalities all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) Payments to the selected consultant(s) and vendor(s) for this project will be through the COUNTY Regional Transportation Planning Office.
- F) As the Fiscal Agent, the COUNTY shall be responsible for timely submitting all necessary reporting to the US Department of Transportation for the GRANT and providing copies thereof to the other PARTIES.

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 MUNICIPALITIES, or as binding any PARTY to perform beyond the respective authority of each, or as requiring any 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 Project Manager with the intention to do so and fulfillment of all outstanding legal and financial obligations.
- C) This AGREEMENT creates no rights to any third party.
- D) The person signing this AGREEMENT hereby warrants that he or she has the legal authority to execute this AGREEMENT on behalf of his or her respected PARTY, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.

IN WITNESS WHEREOF, the following authorized representatives have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY

Cody Davis, Chair
Mesa County Board of Commissioners

ATTEST: Bobbie Gross, Clerk & Recorder
Date: _____

CITY OF GRAND JUNCTION

Abram Herman, Council President
Grand Junction City Council

ATTEST: Selestina Sandoval, City Clerk
Date: _____

CITY OF FRUITA

Matthew Breman
City of Fruita Mayor

ATTEST: Deb Woods, City Clerk
Date: _____

TOWN OF PALISADE

Greg Mikolai, Mayor
Palisade Board of Trustees

ATTEST: Keli Fraiser, Town Clerk
Date: _____