

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

FY 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN 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 (hereinafter referred to as COUNTY); the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado; the City of Fruita, Colorado, a Colorado Municipality, acting through the City Council of the City of Fruita, Colorado; and the Town of Palisade, Colorado, a Colorado Municipality, acting through the Board of Trustees of the Town of Palisade, Colorado (hereinafter collectively referred to as MUNICIPALITIES).

WHEREAS, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in the best interest of all parties and that the undertaking will benefit the public; and

WHEREAS, this AGREEMENT is only in effect if funds for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant are awarded; and

WHEREAS, the COUNTY has agreed to serve as the fiscal agent for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant.

NOW THEREFORE, the COUNTY and MUNICIPALITIES agree as follows:

- I. Introduction
Both the COUNTY and MUNICIPALITIES ("PARTIES") 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 2022 Safe Streets and Roads for All (SS4A) Action Plan 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 MUNICIPALITIES to provide matching funds for the Grant if awarded.

The Grant includes a comprehensive Vision Zero Plan (Action Plan) which includes:

- A) Project management and coordination;
- B) Goal-oriented commitment from local leadership;
- C) The establishment of a plan task force;
- D) Robust stakeholder outreach and inclusive public engagement;
- E) Comprehensive analyses on safety data, demographic data, policies, and best practices;
- F) The creation of a toolbox that will address solutions at the local level on policies, process, and design; and
- G) A transparent and continued evaluation to measure progress over time.

If the Grant is awarded, the agreement is in effect until the completion of the Grant.

III. Procedure

- A) If the Grant is awarded, the PARTIES will include funds in their 2022/2023 budget for the local match of the Grant as shown below:

Project Budget

	Financial Contribution	% of Total Project Cost
Federal Share	\$260,000	80%
Local Match	\$65,000	20%
Mesa County	\$30,615	9.42%
City of Grand Junction	\$30,615	9.42%
City of Fruita	\$2,665	0.82%
Town of Palisade	\$1,105	0.34%
Total Project Cost	\$325,000	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 co-manage the Grant. A Technical Team will consist of staff designated respectively by the PARTIES and other community stakeholders. 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) Payments to the consultant selected will be through the COUNTY Regional Transportation Planning Office.

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 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 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 COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) 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: Tina Peters, Clerk & Recorder
Date: _____

CITY OF GRAND JUNCTION

Anna Stout, Council President
Grand Junction City Council

ATTEST: Amy Phillips, City Clerk
Date: _____

CITY OF FRUITA

Michael Bennett
Fruita City Manager

ATTEST: Margaret Sell, Finance Director
Date: _____

TOWN OF PALISADE

Greg Mikolai, Mayor
Palisade Board of Trustees

ATTEST: Keli Fraiser, Town Clerk
Date: _____