

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE US34
TRANSPORTATION MANAGEMENT ORGANIZATION (TMO) IN JOHNSTOWN**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between THE NORTH FRONT RANGE TRANSPORTATION & AIR QUALITY PLANNING COUNCIL, (“MPO”) and THE TOWN OF JOHNSTOWN, COLORADO (“Community”) for the use and benefit of the NFRMPO.

I. RECITALS

- A. The parties to this Agreement, heretofore discussed submitting a coordinated application for state Office of Innovative Mobility (OIM) Transportation Management Organization (TMO) Seed Funding Grant administered through the Colorado Department of Transportation (CDOT) to manage and deliver transportation demand management (TDM) services along the US34 corridor within the Community (“Project”); and
- B. The parties to this Agreement, entered coordinated grant applications for state funding through CDOT to aid in financing the Project; and
- C. The MPO has agreed to be the project applicant and Johnstown has agreed to provide one-ninth of the local match; and
- D. The grant applications were approved with required local match funds of 20%; and
- E. The parties wish to enter into an intergovernmental agreement for purposes of coordinating the funding of the completion of the Project; and
- F. The MPO covers urbanized areas in Larimer and Weld counties and the project will cover areas within the Upper Front Range Transportation Planning Region; and
- G. The parties to this Agreement are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and
- H. The parties agree it is in their best interests to work cooperatively in the completion of the Project.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

III. TERMS

1. The Community and MPO have estimated the total Project cost to be \$237,500 (Two Hundred Thirty-Seven Thousand and Five Hundred Dollars) attributable to services within Larimer and Weld counties.

2. The total Project cost of \$237,500.00 is allocated as follows: \$100,000 in OIM TMO Seed Grant Funds; \$112,500.00 other grant funds; \$25,000 local match requirement with \$2,778.00 contributed by each Community, less prior year carryover, and as more particularly set out in Exhibit "A" all terms of which are attached hereto and incorporated herein.

3. The MPO will invoice the Community for their \$2,778.00 share of the local match within 30 days of execution of the contract and the Community will submit payment within 60 days of receipt of invoice unless written notice of delay is received and approved by the MPO. The Community's obligation to pay to the MPO the Community's local match is subject to and contingent on the Community's appropriation and budget of such funds for the Project. The Community is only responsible for providing its share of the local match and failure of another Community to provide its share of the local match will result in that Community's exclusion from the activities set out in Exhibit "A" and will reduce the total Project amount by half.

4. Should the Community request modifications, changes in the scope of service, or other expenditures that would cause the total Project cost to exceed \$237,500.00, the Community shall be responsible to pay to the MPO such additional amount attributable to the changes requested by Community.

5. Should there be any unused local match funds at the end of the Project year, the unused funds shall be returned to the Community or shall be credited against next year's local match amount if funds are awarded for the continuation of the Project.

6. Should the MPO request modifications, changes in the scope of service, or other expenditures that would cause the total Project cost to exceed \$237,500.00, the MPO shall be responsible to pay such additional amount attributable to the changes requested by the MPO.

7. The MPO shall maintain accurate accounts of all Project expenditures and shall separately account for the Community's local match funds. The MPO shall provide to the Community information detailing incremental and total expenditures for the Project and the remaining balance of funds on at least a quarterly basis.

8. The MPO will assume primary responsibility, with close coordination of the Community, to determine the scope of work.

9. The Community and MPO shall each designate a representative to assist the MPO in the oversight of the grant.

10. The Community's and MPO's financial obligations under this Agreement are contingent upon the annual appropriation, budgeting and availability of specific funds to discharge those obligations. Nothing in this Agreement shall create a payment guaranty by either

party or a debt or a multiple-fiscal year financial obligation under the Colorado Constitution or any similar provisions of the Community's charter or ordinances.

11. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied of any of the immunities, rights, benefits or protections available to either party under the Colorado Governmental Immunity Act as now in effect or hereafter amended.

12. This Agreement may be amended provided such amendment is in writing and signed by each party.

13. The Community and MPO intend that this Agreement bind them, their officers, and employees. Either party shall be permitted to specifically enforce any provision of this Agreement in a local court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NORTH FRONT RANGE TRANSPORTATION &
AIR QUALITY PLANNING COUNCIL

For the use and benefit of the MPO

By: _____
Suzette Mallette Executive Director

TOWN OF
JOHNSTOWN, COLORADO

For the use and benefit of JOHNSTOWN

By: _____
Troy D. Mellon, Mayor

Attest:

Hannah Hill, Town Clerk

EXHIBIT A

SCOPE OF US34 TRANSPORTATION MANAGEMENT ORGANIZATION (TMO)

The following is a more detailed description of the plan:

The Community and the MPO agree that the MPO will manage and administrate the grant to develop and implement the US34 Transportation Management Organization (TMO).

The Community and MPO agree that the MPO be the local agency that enters into an IGA with CDOT for the monies awarded to both the Community and MPO for the Project. Additionally, the Community and MPO agree that the MPO will provide the fiscal management and overall project management for the entire project without any reimbursement requested for these services by the MPO to the Community.

The current schedule for the project is as follows:

August 2023 – IGA between CDOT and MPO executed

October 2023 – Release RFP for US34 TMO development and implementation

Quarterly – Check-In on Grant and Project with US34 Coalition

Budget

	Grant	2023 Local Match Requirement	2023 Local Match	Total	% of total payment
Larimer County	\$212,500	\$2,778	\$2,778	\$237,500	11%
Weld County		\$2,778	\$2,778		11%
Estes Park		\$2,778	\$2,778		11%
Loveland		\$2,778	\$2,778		11%
Johnstown		\$2,778	\$2,778		11%
Windsor		\$2,778	\$2,778		11%
Greeley		\$2,778	\$2,778		11%
Evans		\$2,778	\$2,778		11%
Kersey		\$2,778	\$2,778		11%
Total		\$212,500	\$25,000		\$25,000