AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Regional Planning Com

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Region 10

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Approve and authorize signature on an MOA with Region 10 for the continuation of a Regional Transportation Planning Commission

Fiscal Impact: None

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/10/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 3/17/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/17/2017

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 3/21/2017

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR A
REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING
GUNNISON VALLEY TRANSPORTATION PLANNING REGION

THIS AGREEMENT made this [day#] day of [month], 2017, by and among the following local governments in the Gunnison Valley Transportation Planning Region:

1. Delta County
2. Gunnison County
3. Hinsdale County
4. Montrose County
5. Ouray County
6. San Miguel County
7. Town of Cedaredge
8. Town of Crawford
9. Town of Crested Butte
10. City of Delta
11. City of Gunnison
12. Town of Hotchkiss
13. Town of Lake City
14. City of Montrose
15. Town of Mount Crested Butte
16. Town of Mountain Village
17. Town of Naturita
18. Town of Norwood

19. Town of Olathe

20. City of Ouray

21. Town of Paonia

22. Town of Ridgway

23. Town of Telluride

Participation in this agreement by each aforementioned party is made only upon execution of a Certificate of Participation.

This Agreement is thereby executed in multiple Certificates of Participation, each of which shall constitute an original, but all of which, taken together, shall constitute the same document.

WHEREAS, the parties to this Agreement have the authority 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;

WHEREAS, Section 43-1-1101 C.R.S. recognizes Regional Planning Commissions as the proper forum for transportation planning, and;

WHEREAS, Section 43-1-1102(5) C.R.S. requires that Regional Planning Commissions formed for the purpose of transportation planning must be formed pursuant to Section 30-28-105 C.R.S., and;

WHEREAS, the parties to this Agreement desire to cooperate in developing and maintaining a long range Regional Transportation Plan, the purpose of which is to identify the mobility needs of the Gunnison Valley Transportation Planning Region, and prepare a plan for addressing the needs, and;

WHEREAS, Section 43-1-1103 C.R.S. requires that any Regional Planning Commission formed for the purpose of transportation planning is responsible for regional transportation planning for said region, and;

WHEREAS, the Gunnison Valley Transportation Planning Region, consisting of the areas within the counties of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel was designated in the Rules for the Statewide Transportation Planning Process (2 CCR 604-2) as adopted by the Transportation Commission of Colorado and effective December 15, 2012, and;

WHEREAS, the parties to this Agreement are governing bodies or officials having charge of public improvements within their jurisdictions in Gunnison Valley Transportation Planning Region.

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Regional Planning Commission. The parties to this Agreement shall have one representative each on the Regional Planning Commission for the Gunnison Valley Transportation Planning Region.

2. Responsibilities of Regional Planning Commission. The Regional Planning Commission shall be responsible, in cooperation with the state and other governmental agencies, for carrying out necessary continuing, cooperative, and comprehensive transportation planning for the Gunnison Valley Transportation Planning Region; for creating, amending and updating Regional Transportation Plans pursuant to all applicable federal and state laws and rules or regulations including public participation provisions; for recommending the priority for any transportation improvements planned for the region; and for participating in the State Transportation Improvement Program development process. The Regional Planning commission shall keep records of its resolutions, transactions, contractual undertakings, findings, and determinations, which records shall be public records.

3. Chairperson and Officers. The Regional Planning Commission shall elect its Chairperson, whose term shall be one year, with eligibility for reelection. The Chairperson, or their designee, shall be the representative of the Gunnison Valley Transportation Planning Region on the State Transportation Advisory Committee.

4. Contracting. The Regional Planning Commission may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by the Regional Planning Commission under this Agreement.

5. Distribution of state or federal funds. The Regional Planning Commission may, through contracts or Memoranda of Agreement, receive and expend state or federal funds designated for regional transportation planning.

6. Terms of this Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary to complete and maintain Regional Transportation Plans for the Gunnison Valley Transportation Planning Region and for periodic updates or amendments as may be required. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

7. Modification and Changes. The terms of this Agreement may be modified at any time by agreement of all parties to this Agreement.

CERTIFICATE OF PARTICIPATION
IN THE
INTERGOVERNMENTAL AGREEMENT
FOR A
REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING
GUNNISON VALLEY TRANSPORTATION PLANNING REGION

THIS is to certify that ___[Entity or Official's Name]__ has agreed to participate in this Intergovernmental Agreement for the Gunnison Valley Regional Planning Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above on page 1.

_____ Date: _____
[Name, Title]
[Entity Name]

ATTEST:

_____ Date: _____
[Name, Title]

Seal:

MEMORANDUM OF AGREEMENT
BETWEEN
Gunnison Valley Regional Planning Commission
AND
Region 10 League for Economic Assistance and Planning

WHEREAS, the Gunnison Valley Regional Planning Commission has been formed by intergovernmental agreement between governmental entities charged with public improvements in the Gunnison Valley Transportation Planning Region of Colorado for the primary purpose of developing and maintaining a Regional Transportation Plan; and,

WHEREAS, according to Title 43 CRS Part 11, the Gunnison Valley Regional Planning Commission is responsible, in cooperation with the state and other governmental agencies, for carrying out necessary continuing, cooperative, and comprehensive transportation planning for the Gunnison Valley Transportation Planning Region; and,

WHEREAS, the Gunnison Valley Regional Planning Commission has the power to appoint or contract qualified staff, services, facilities and consultants as are necessary to do the work of the commission; and,

WHEREAS, the Gunnison Valley Regional Planning Commission is specifically empowered to receive and expend all grants, gifts, and bequests, specifically including state and federal funds available for the purpose of regional transportation planning; and,

WHEREAS, the Region 10 League for Economic Assistance and Planning (Region 10) and the Gunnison Valley Regional Planning Commission share a common interest in making the most of their related authorities to the mutual benefit of the Region; and,

WHEREAS, Region 10 has the technical and clerical capacity to provide planning and community/economic development services to the geographic area within the Gunnison Valley Transportation Planning Region; and,

WHEREAS, the members of the Gunnison Valley Regional Planning Commission moved at their [date] meeting the desire to enter into an agreement with Region 10 to provide professional and administrative support to the Gunnison Valley Regional Planning Commission in the development of the Gunnison Valley Regional Transportation Plan and its work and responsibilities in facilitating the transportation planning process.

NOW THEREFORE, the parties to this agreement mutually agree to the following:

1. Region 10 will provide professional and administrative support to the Gunnison Valley Regional Planning Commission in the execution of its responsibilities as the transportation planning organization of the Gunnison Valley Transportation Planning Region. The professional and administrative support includes, but is not limited to, contract administration, preparing and submitting invoices, maintaining records, developing and maintaining an appropriate mailing and contact list for all

parties interested in transportation planning, arrangement of meetings and travel, preparation of meeting agendas and minutes, public correspondence and notifications.

2. Region 10 does hereby agree to act as the grantee for the Gunnison Valley Regional Planning Commission, when necessary. As grantee, Region 10 assumes all responsibility as required under the laws, rules and regulations governing federal or state grants in general. Region 10 shall also comply with all the conditions of any grant contract and the applicable laws, rules, and regulations governing transportation planning programs.
3. Any party may terminate its participation in this Agreement six months after providing written notice of such, unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

THIS AGREEMENT is entered into this [day#] day of [Month], [Year] by and between the following:

Gunnison Valley Regional Planning Commission

By: _____ _____

[Name], Chair Date

Region 10 League for Economic Assistance and Planning

By: _____ _____

[Name], [Title] Date