

RESOLUTION NO. 2022-019

A RESOLUTION APPROVING THE 2023 DELEGATION AGREEMENT BETWEEN THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) AND THE CITY OF PUEBLO FOR TRANSPORTATION PLANNING SERVICES, AUTHORIZING THE CHAIR OF THE COUNCIL TO EXECUTE THE SAME, AND AUTHORIZING AND DIRECTING THE URBAN TRANSPORTATION PLANNING DIVISION TO ADMINISTER THE AGREEMENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

WHEREAS, the Pueblo Area Council of Governments (PACOG), as the designated Metropolitan Planning Organization (MPO) and Transportation Planning Region (TPR) for the Pueblo region, has prepared and adopted a biennial Unified Planning Work Program (UPWP) and estimated budget for Fiscal Years 2022 and 2023 which includes provisions for the receipt and expenditure of urban and rural transportation planning grant and local funds; and

WHEREAS, PACOG has developed an agreement and contract with the City of Pueblo (CITY) for the performance of the tasks defined in the approved FY 2022-2023 UPWP and PACOG budget for the year 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE PUEBLO AREA COUNCIL OF GOVERNMENTS THAT:

SECTION 1:

The Agreement for Transportation Planning Services for 2023 effective January 1, 2023, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to provide certain transportation and planning services, a copy of which is attached and incorporated into this Resolution, is hereby approved.

SECTION 2

The Chair of the PACOG Board is hereby authorized to execute said Agreement for Transportation Planning and Improvement Services for 2023.

SECTION 3

The PACOG Board hereby authorizes and directs the City Urban Transportation Planning Division to administer the 2023 delegation agreement and FY 2022-23 UPWP in compliance with all applicable federal, state, and local laws, regulations, and official policies.

PASSED AND ADOPTED this 27th day of October, 2022
by the PACOG Board.



Chairperson, Pueblo Area Council of Governments

ATTEST:



PACOG Recording Secretary

**AGREEMENT FOR TRANSPORTATION PLANNING
AND IMPROVEMENT SERVICES FOR 2023**

THIS AGREEMENT (Agreement) is made and entered into effective the 1st day of January 2023, by and between the Pueblo Area Council of Governments, hereinafter referred to as "PACOG", the City of Pueblo, a Municipal Corporation, hereinafter referred to as "CITY".

WITNESSETH THAT:

WHEREAS, PACOG serves as the Metropolitan Planning Organization (MPO) for the Pueblo Urban Area, and the Transportation Planning Region (TPR) for all of Pueblo County,

WHEREAS, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements; and

WHEREAS, CITY has the authority, capacity, and ability to undertake such transportation planning and improvement projects; and

WHEREAS, PACOG desires to contract with CITY to provide services, activities, and project execution required of PACOG under the aforesaid agreements through the City of Pueblo Urban Transportation Planning Division (UTPD), and others.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. WORK TASKS; RESPONSIBILITIES OF CITY

(a) CITY agrees to satisfactorily perform and complete, using its own employees, employees of Pueblo County (herein after referred to as "COUNTY" or such consultants or contractors selected by PACOG in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), the planning services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the amended FY 2022-2023 Unified Planning Work Program adopted by PACOG Resolution 2022-016 on August 25, 2022 incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) CITY is authorized to have pre-approved staff from COUNTY work mutually with CITY staff, and consultants to complete work for services, activities, and project execution required of PACOG as identified in the Scope of Work included as Appendix A attached hereto and incorporated herein by this reference.

(c) CITY represents that it: (i) has the requisite authority and capacity to perform the services and work contemplated in the FY 2022-2023 UPWP, as approved, and; (ii) that it is a home rule city and political subdivision of the State of Colorado; (iii) that it is fully aware of and understand its duty to perform all functions and services in accordance with the regulatory requirements set forth in 23 CFR Parts 420 and 450 and 49 CFR Part 18 and those identified

in the Memorandum of Agreement (MOA) adopted by PACOG on October 27, 2022, and incorporated herein by reference, in full compliance with all the provisions of this Agreement.

2. RESPONSIBILITIES OF PACOG

PACOG shall designate a representative who will be authorized to make all necessary decisions required of PACOG on behalf of PACOG in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor and the Pueblo County Attorney, acting jointly, shall be deemed as PACOG's authorized representative.

3. CITY'S COMPENSATION AND METHOD OF PAYMENT

(a) PACOG will pay to CITY, an amount up to that specified in subparagraph (d) of this paragraph as full compensation for all services and work to be performed or undertaken by CITY under this Agreement which is within the FY 2022-2023 UPWP, as approved. Payment of funds to CITY are subject to the following requirements, which shall be conditions precedent to payment: (i) that CITY staff time has been expended for eligible activities or CITY has obligated or expended funds for eligible approved expenditures, (ii) that CITY is not in default of any material provisions of this Agreement nor applicable law or regulation, (iii) that CITY has submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items, (iv) that, if required by the terms or conditions of an applicable financial assistance agreement, CITY has certified with each payment or reimbursement request compliance with the requirements identified in the MOA and that all staff time and obligations or expenditures for which payment is sought were made for and in furtherance of an approved project or work and are an eligible use of assistance under the law and regulations applicable to such assistance, and (v) that PACOG has timely received from CDOT and local agency matches sufficient funds to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable regulations including but not limited to those contained in the MOA and those set forth in 49 CFR Part 18, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the FY 2022-2023 UPWP, as amended.

(c) Expenses for pre-approved COUNTY staff time and other eligible reimbursable expenses shall be paid to the COUNTY following the submittal and approval of invoices detailing the eligible reimbursement items.

(d) PACOG shall pay to CITY for services covered by the FY 2022-2023 UPWP, as approved a sum not to exceed the amounts identified in the FY 2023 PACOG budget (\$1,070,687.00) and/or rates set forth in those documents as incorporated herein by reference and as may be amended in writing, in full compliance with all the provisions of this Agreement.

(e) In the event PACOG requests or authorizes work beyond or in addition to that set forth in the FY 2022-2023 UPWP, as approved, PACOG shall pay additional compensation to the CITY: The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, CITY shall be compensated

for staff time and its costs at the rates set forth in paragraph (d), above, and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to CITY.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by PACOG for cause, including any nonperformance by CITY, upon thirty (30) days written notice to CITY including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the PACOG's governing body at a regular or special meeting of same whose decision shall be final. The determination of the PACOG as to the cause of termination and the appropriateness thereof shall be final and binding upon both PACOG and the CITY. Cause for termination shall mean any material failure by CITY to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 49 CFR 18.44. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction, or non-receipt of the financial assistance or State or Federal grant funds by PACOG.

(c) Post Termination Procedures. In the event of termination, CITY shall cease further work and CITY shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

CITY certifies that neither it nor any members of its City Council, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. CITY shall avoid all conflicts of interest which are prohibited by applicable federal regulations, if any, including but not limited to those set forth in 49 CFR 18/36(b)(3) as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDS.

CITY shall maintain records as to services provided, reimbursable expenses incurred in performing the Work Tasks, and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the PACOG's auditor and acceptable to COOT and FHWA. CITY agrees to comply with all applicable uniform administrative requirements described or referenced in applicable state or federal regulations, including those set forth in the MOA as a part of this Agreement. PACOG, COOT, the Comptroller General of the United States, the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, electronic media, and records of CITY which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the PACOG may require that a copy of all of CITY's financial records relating to this Agreement to be turned over to PACOG.

9. MONITORING ANDEVALUATION.

PACOG shall have the right to monitor and evaluate the progress and performance of CITY to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with CDOT's, FHWA's, FTA's, PACOG's and other applicable monitoring and evaluation criteria and standards. PACOG may quarterly review CITY performance using on-site visits, progress reports required to be submitted by CITY, audit findings, disbursement transactions and contact with CITY as necessary. If requested, the CITY shall furnish to the PACOG periodic but not less frequently than quarterly program and financial reports of its activities in such form and manner as may be requested by the PACOG. CITY shall fully cooperate with PACOG relating to such monitoring and evaluation.

10. CITY FILES ANDINFORMATION REPORTS.

CITY shall maintain files, including electronic media, containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income, if any. These records shall be retained by CITY for a period of three years after the completion of the Work Tasks.

11. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of CITY to PACOG, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make CITY or any of CITY's agents or employees the agents or employees of the PACOG. CITY shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY: INSURANCE.

As to PACOG, CITY agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including the loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by CITY or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any right, claims or benefits or assume any liability for or on

behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq. CITY shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

13. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to CITY pursuant to any other provision of this Agreement or pursuant to any Requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to CITY under this Agreement are to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event CITY shall comply with all requirements of this Paragraph 13.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the State of Colorado; and (ii) all construction contracts for improvements for which payment is sought from PACOG shall have been awarded only after an open, competitive bidding process which allows qualified contractors to reasonably participate.

(c) If this Paragraph 13 is applicable, no disbursement of funds to CITY shall be made by PACOG hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and CITY files with PACOG's designated representative a written request for payment signed by an architect, engineer, or an officer of CITY that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor.

(d) In every contract for construction of improvements for which payment or reimbursement from PACOG is to be provided under this Agreement, CITY shall include a contract clause or clauses, requiring the contractor, and all of the contractor's subcontracts of all tiers, to comply with the applicable requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

14. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, CITY shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by PACOG and the State of Colorado under 23 U.S.C. 324 and 29 U.S.C. 794 and the provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 CFR 27,37, and 38) as certified in the FY 2022-2023 UPWP.

15. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all documents as incorporated herein by reference, in full compliance with all the provisions of this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of CITY and PACOG.

16. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS, WHEREOF, CITY and PACOG have executed this Agreement effective as of the date first above written and under the laws of the State of Colorado.

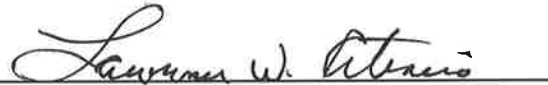
ATTEST:

PUEBLO AREA COUNCIL OF GOVERNMENTS



Secretary

By



Chairperson

ATTEST:

CITY OF PUEBLO

City Clerk

By

President, Pueblo City Council

APPENDIX A

SCOPE OF WORK

CITY is authorized to pre-approved staff from COUNTY to work mutually with CITY staff, and consultants to complete work for transportation planning services, activities, and project execution required of PACOG for planning services and items of work including all labor and materials encompassed within or reasonably necessary to accomplish the assigned tasks and functions described in the amended FY 2022-2023 Unified Planning Work Program adopted by PACOG Resolution 2022-016 on August 25,2022.

PROFESSIONAL FEE SCHEDULE

CITY shall compensate the COUNTY for the Scope of Services, approved by CITY, in accordance with paragraph 3.C. above, in the following manner:

1. An hourly fee comprised of the employee's hourly rate and benefits, excluding administrative and overhead charges, for the completion of approved work documented and approved from invoices submitted by COUNTY.
2. Reimbursement of qualifying additional expenses authorized for the satisfactory performance and completion, of the planning services and items of work in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), encompassed within or reasonably necessary to accomplish the tasks and functions described in the FY 2022-2023 UPWP, as adopted by PACOG Resolution 2022-016 on August 25,2022.
3. The Scope of Work for COUNTY staff that is subject to approval by CITY shall be specifically for eligible transportation planning activities that include work tasks the following tasks identified in the FY 2022-2023 UPWP:
 - i) Initiate discussions with MPO stakeholders regarding the creation of a Pueblo Regional Transportation Authority (RTA) or other dedicated funding sources for transportation.
 - ii) Integrating transit, bicycle and pedestrian planning into all transportation planning efforts.
 - iii) Review proposed major county subdivision proposals, zoning changes, site plans, planned developments and land use issues for impacts to the transportation system and require amendment of the PACOG Long Range Transportation Plan.
 - iv) Assist PACOG members by providing information and other assistance with transportation

- v) Participate in professional training and conferences via teleconferencing, e-mail discussion lists, and webinars.
- vi) Attend FHWA/FTA training programs and other transportation conferences for technical or professional training.
- vii) Meet with FHWA and COOT monthly for MPO updates and discussion.
- viii) Assist in providing accurate and current information for the PACOG MPO/TPR website.
- ix) Prepare demographic data as needed for transportation modeling used for special studies and/or project consultants.
- x) Analyze and document current and updated traffic count data for the Pueblo area.
- xi) Analyze and document current and updated collision data for trends and recommended solutions to reduce crash rates.
- xii) Review transit system expansion and route service in planning projects and sub-area studies.
- xiii) Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county and local roadways.
- xiv) Obtain, update, convert, refine, and maintain transit systems data for the Pueblo area. This includes updating of route and stop location changes.
- xv) Utilize the PACOG Travel Demand Model program to run scenarios involving roadway improvements and construction on new transportation routes to evaluate costs and benefits.


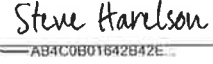
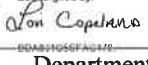
STATE OF COLORADO AMENDMENT (1)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	Subaward Amendment Number / PO Number 23-HTD-ZL-00042 / 491003073
Subrecipient PUEBLO AREA COUNCIL OF GOVERNMENTS	Original Subaward Agreement Number / PO Number 22-HTD-ZL-00125 / 491002780
Amended Subaward Agreement Amount	Subaward Agreement Performance Beginning Date October 08, 2021
Federal Funds Maximum Amount (82.79%) \$886,422.00	Amended Agreement Expiration Date December 31, 2024
Local Funds Local Match Amount (17.21%) \$184,265.00	Amended Fund Expenditure End Date December 31, 2024
Total for all State Fiscal Years \$1,070,687.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">SUBRECIPIENT</p> <p style="text-align: center;">PUEBLO AREA COUNCIL OF GOVERNMENTS</p> <p>DocuSigned by:  2E1D7F689415458</p> <p style="text-align: right;">By: Eva Cosyleon</p> <p>Date: 9/30/2022</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: Steve Harelson Stephen Harelson, P.E., Chief Engineer</p> <p>DocuSigned by:  AB4C0B01542B42E</p> <p>Signature*</p> <p>Date: 9/30/2022</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  8DAB9F05CFAD470</p> <p style="text-align: center;">By: _____ Department of Transportation</p> <p style="text-align: center;">Effective Date: 9/30/2022</p>	

1) PARTIES

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Subaward shall be construed and interpreted in accordance with the Subaward.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Subaward contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Subaward.

4) PURPOSE

The purpose for this Amendment is to extend the original agreement, add funds and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount table on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Subaward, and the Subaward and all prior amendments or other modifications to the Subaward, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Subaward, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Subaward or any prior modification to the Subaward, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Subaward to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A.1 – STATEMENT OF WORK AND BUDGET



Pueblo Area Council of Governments

**Metropolitan Planning Organization (MPO)
Transportation Planning Region (TPR)**

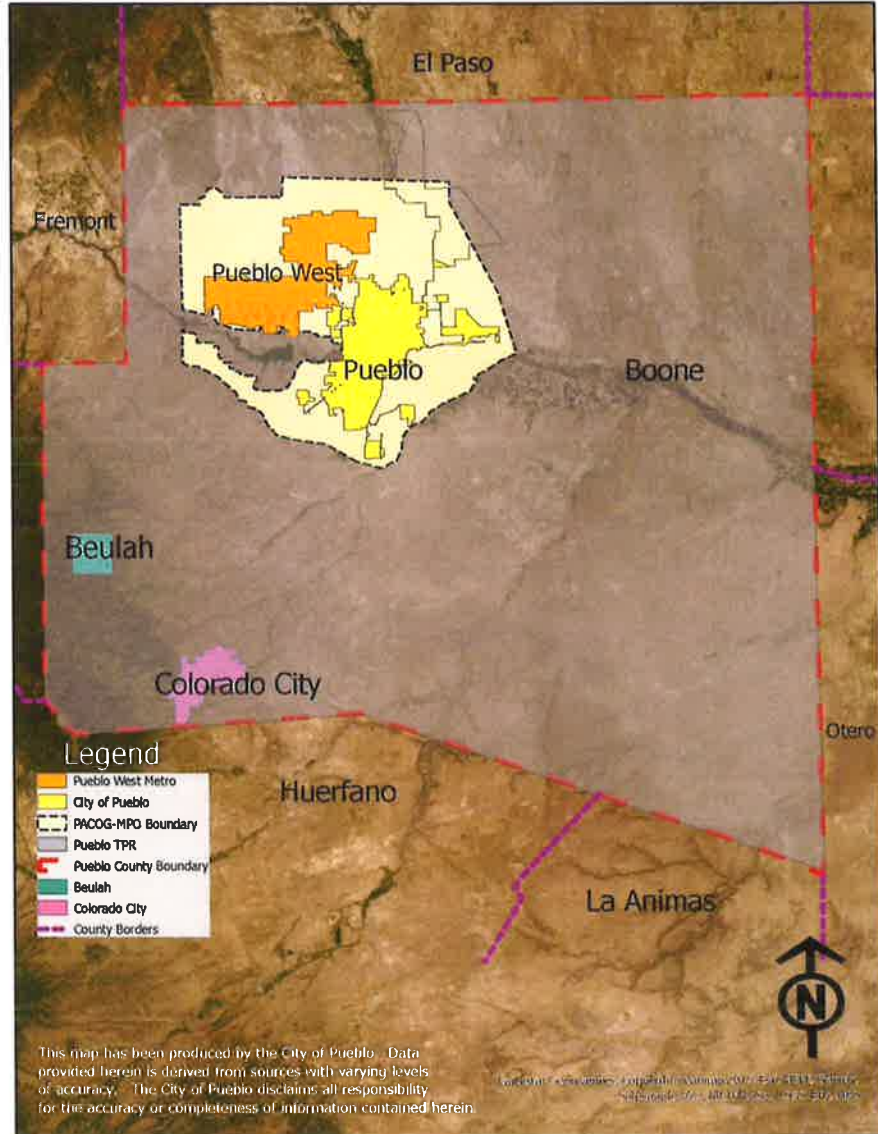
**CPG GRANT
SCOPE OF WORK
FFY 2023**

(OCT. 1, 2022 – SEPT. 30, 2023)

Prepared By:
City of Pueblo Urban Transportation Planning Division

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PACOG PLANNING AREA



INTRODUCTION

The Consolidated Planning Grant (CPG) Scope of Work for FFY-2023 is based on the PACOG FY 2022-2023 Unified Planning Work Program (UPWP) adopted. Amendments to the FY 2022-2023 to reflect the FY 2023 SOW will be adopted August 2023.

Organization, Management & Funding

The general objectives of the FFY 2023-2024 UPWP are to:

1. Assist all participating agencies in achieving applicable comprehensive planning goals and in fulfilling the statutory requirements of FAST-Act and associated planning regulations adopted by the FHWA and FTA.
2. Assist all participating agencies in fulfilling their continuing responsibilities to the community including, but not limited to,
 - a) Using the products of the transportation planning process as a major contribution to other comprehensive planning activities and providing the mechanisms for the continued integration of transportation planning with land use and other comprehensive planning.
 - b) Updating and revising basic transportation planning, regional socioeconomic, environmental, land use, and transportation system operating data using applicable GIS or other technologies for these systems.
 - c) Modifying developed plans and programs as warranted by changes in travel patterns or urban conditions and translating plans into action programs for project implementation.
3. Carry out specific transportation planning functions required for the continued certification of the Pueblo area urban transportation planning process including the biennial development and annual refinement of the UPWP, the annual development of the TIP, and updates to financial forecast to the Long-Range Transportation Plan (LRTP) to the horizon of 2045 as needed.

Financing 2023 Estimated Budget

Pueblo Area Council of Governments (PACOG)

SAM UEI : D57UDNFVRBL5

FHWA Award Date: 8/31/22

CFDA: 20.205

Funds Source	Federal	Local Match-Cash	Local Match-In-Kind	Total Funds
FY 2022- FY 2023 CPG				
FY 2022 CPG	\$298,458	\$62,042	\$0	\$360,500
Amendment 1 -FY 2023 CPG				
Estimated Carry-over from FY2020-2021 CPG	\$289,506	\$60,181	\$0	\$349,687*
FY 2023 CPG	\$298,458	\$62,042	\$0	\$360,500
Total Revenue for FY 2023	\$886,422	\$184,265		\$1,070,687
<i>*per CDOT August 15, 2022</i>				

WORK ELEMENT 2310 Program Administration & Coordination

Objective - To manage, support, improve, adapt, administer, and coordinate the cooperative, continuous, and comprehensive transportation planning process as required by FAST Act.

2311 - Agreements and Bylaws

Activities:

- Complete and execute planning partner memorandum of understandings, as needed, to implement the transportation planning process.
- Assist in updating bylaws as necessary resulting in changes as approved by the PACOG Board identified in the Reorganization Study conducted in FY 2016/17. Includes possible restructuring the Technical Advisory Commission (TAC) widening membership to include other stakeholders (i.e., Trucking, Rail,).
- Assist in maintaining required materials as necessary. (i.e.. Agendas, Minutes, Financial Records, etc.).

2312 - Unified Planning Work Program

Activities:

- Mid-Year progress report.
- Complete year-end report for FY2023.
- Amend 2023 - 2024 UPWP as needed.
- Review and modify the format of the UPWP as needed.

2313 - Budget and Financial Management

Activities:

- CDOT monthly Metropolitan Transportation Planning reimbursements.
- Prepare MPO Budget for PACOG Board adoption.
- Prepare Sub-Delegation Budget and Appropriation Ordinances for City of Pueblo
- Prepare for and participate in PACOG audit(s) if required under Single Audit Requirements.

2314 - Staff and Professional Development

Activities:

- Actively participate in Statewide training and educational meetings hosted by CDOT/FHWA/FTA and other organizations within the State.
- Make applicable transportation planning training available to staff, committee members, and member agency partners.
- Develop staff training and transition plan for the MPO during the next 2-3-year period.
- Develop, implement, and conduct an orientation program for new committee members.
- Staff Training on Travel Demand Model, TransCAD (OUT/IN STATE). (if needed)
- Staff Training courses conducted by Nation Highway Institute or National Transit Institute (OUT/IN STATE).
- Staff Attendance at Transportation Research Board's Annual Meeting (OUT/IN STATE).
- Staff participation in AMPO's Annual Conference, AMPO's Technical Conference (OUT/IN STATE).
- Staff attendance/participation in Transportation Research Boards working groups. (OUT/IN STATE).

2315 - Public Involvement Activities

Products/Activities:

- Project specific public involvement.
- Review and update the Public Participation Plan (PPP) as needed.
- Amend Title VI and LEP Policy as needed.
- Issue press releases and advisories related to transportation planning and projects in the region.
- Develop and expand a stakeholder's contact list for notification of planning activities.
- Maintain MPO website.
- Work collaboratively with local, state, and federal officials and agencies to help achieve established transportation goals and objectives.
- Actively participate in meetings and planning sessions of various public and private stakeholder groups that have direct or indirect involvement in transportation planning, land use planning, economic development, community development, infrastructure development.

2316 – Equity and justice 40

Products/Activities:

- Improve access for non-motorized travel in Underserved Communities
- Improve access and service for public transportation in Underserved Communities
- Plan for safety of all road users through infrastructure improvements and speed management
- Reduce single-occupancy travel
- Offer reduced public transportation fares as appropriate.
- Plan for demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services.
- When developing transit-oriented development, consider equitable and sustainable practices.

2317 – MPO Committee Meetings

Activities:

- 10-12 PACOG Board meetings annually.
- 10-12 CAC/TAC Committee meetings annually.
- Participate in local committee's (i.e., ADA, PACE, City Electrification Working Group)

2318 – Coordination with Pueblo Transit

Activities:

- Conduct quarterly meetings with staff from Pueblo Transit to coordinate with MPO activities that will benefit transit operations within the Pueblo region.
- Coordinate with Pueblo Transit on LRTP Vision Plan and GIS mapping
- Assist with grant applications by providing Data and background supporting information.
- Incorporate transit planning as a requirement when selecting project for funding
- Partner with Pueblo Transit to resolve transportation issues effecting Transit within the region

2319- Miscellaneous Administrative Activities

Activities:

- Perform the routine administrative, personnel, contractual and management activities, and tasks necessary to maintain and support a viable long-range transportation planning process.
- Procure, upgrade and/or maintain computer systems, software and equipment required to carry out an efficient and effective transportation planning process.

WORK ELEMENT 2320 – DATA COLLECTION AND MANAGEMENT

Objective – to develop and maintain data necessary for informed decision making relating to the MPO transportation system.

2321 – Traffic Counting and Data Management

Activities:

- Obtain, update, convert, refine, and maintain traffic count data for the Pueblo area. This includes national highway system, state highway system, county, and local roadways.
- Continue traffic counting program to support transportation modeling and impacts on urban or non-urban areas.
- Continue bike/pedestrian counting on trails within PACOG area.

2322-Traffic Crash Monitoring Program

Activities:

- Update and maintain crash databases.
- Analyze traffic and collision data for trends.
- Prepare projections and reports for planning uses.
- Publish Crash Summary Data annually with 5-years historical crash data.

2323-MPO Database Management

Activities:

- Update MPO Databases and GIS layers as information becomes available.
- Prepare and maintain maps, records, booklets, etc. that summarize or depict the PACOG MPO census data.
- Conduct other census related work and activities necessary to support transportation planning.
- Provide current transportation planning materials and maps as requested by citizens and various agencies within the MPO region.
- Establish an Area Wide Pavement Condition Rating System and Collect Base Data for Inventory and Performance Measures.
- Participate in the Statewide Travel Demand Survey when CDOT initiates update.

2324 - Population and Land Use Data Collection

Activities:

- Update MPO Databases and GIS layers as information becomes available.
- Prepare and maintain maps, records, booklets, etc. that summarize or depict the PACOG MPO census data.
- Conduct other census related work and activities necessary to support transportation planning.

2325 - Traffic Counting Program/Traffic Crash Data and Highway Safety

Activities:

- Continue count cycle to be included in five-year counts included in the base data for the MS2 software.
- Contract counts outside of City in include in five-year count database
- Develop and distribute 2022 Traffic Flow Maps (On-call Consultant)
- Provide traffic count reports to CDOT in format compatible with the national HPMS Database.
- Continue count pedestrians and bicycles for Pueblo Regional Trail System and the Pueblo West Trail System.
- Download and maintenance of State of Colorado crash data and as time permits, review, verify, and attempt to resolve data discrepancies to improve accuracy.
- Merge crash data into the MS2 crash data software which will allow for the development of summary reports and maps with crash data to assist planning partners in identifying potential safety improvement projects. Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county, and local roadways.
- Obtain, update, convert, refine, and maintain Pueblo Transit systems data for the Pueblo area. This includes updating of route and stop location changes.
- Maintain ArcGIS applications to current versions utilized throughout the PACOG area to insure accessibility of transportation related GIS data.
- Obtain, update, convert, refine, and maintain non-motorized transportation systems data for the Pueblo area. This includes bike routes, regional trail systems, designated mountain bike trails, and future bike and trails planning.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Convert graphics from various planning documents, utilizing GIS software, to analyze the consistency between the LRTP and proposed developments.

WORK ELEMENT 2330 – TRANSPORTATION PLANS, PERFORMANCE MEASURES, GREEN HOUSE GAS REDUCTION, ACTIVE TRANSPORTATION, AND SCENARIO PLANNING

Monitor the adopted 2045 PACOG LRTP for compliance and make amendments as necessary.

2331 – Metropolitan Transportation Plan

Activities:

- 2045 LRTP Implementation
- Ongoing updating and maintenance of a 6-year capital plan of projects for inclusion into the TIP.

- Monitor the approved 2045 LRTP and make amendments where significant changes have been identified.
- Coordinate with CDOT's implementation of GHG Emissions as final rule making is completed and implementation of.
- Review local plans for consistency with the LRTP.

2332 – Implementation of Performance Measures

Activities:

- Develop baseline performance measures consistent with CDOT's measures.
- Coordinate with CDOT's implementation of performance measures as final rule making is completed.
- Amend performance measures as needed to be consistent with state-wide measures.
- Report annually on Goals of the established measures.

2333 – Travel Demand Model

Activities:

- Continue to run project scenarios based on projects identified in the 2045 LRTP.
- Continue to refine the TDM developed in 2015 as new social/economic data becomes available.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Supply CDOT with Data from Model runs that contain "Regionally Significantly" projects to be used in Moves III to Report Green House Gas Emissions.
- Update TDM with 2020 census and establish new TAZ if needed.

2334 – Federal Highway Functional Classification Review

- In coordination with CDOT, review the existing Functional Classifications and update as necessary based on the new 2020 census data.

2335 – Transportation Improvement Program

To prepare the Transportation Improvement Program to ensure that all expected funding sources are accurately accounted for and programmed, consistent with policies to ensure adoption by PACOG, CDOT, and FHWA.

Activities:

- Prepare, coordinate, and distribute required administrative modifications and amendments to the adopted TIP following a review of compliance/progress verification, along with submittal of corresponding request for inclusion in the State Transportation Improvement Program (STIP).
- Produce and distribute an annual list of projects obligated the prior FFY within.
- Plan, organize and facilitate the updating of the TIP on an annual basis and apply fiscal constraint to a proposed projects list. Validate or modify the list of programmed projects to be executed in subsequent years of the adopted TIP.
- In conjunction with the amendment and update of the FY2022-2025 Transportation Improvement Program (TIP), MPO Annual Certification of the Planning Process (23 CFR 450.334 & CFR 613.100).

- Implement a project tracking system utilizing TELLUS or similar project/mapping management system for visualization of projects and locations.
- In accordance with state and federal requirements and policies, analyze the potential environmental and environmental justice impacts of proposed projects.

2336 – Transition to a Clean Energy, resilient future

- Facilitate in location of EV Charging locations and equity.
- Begin framework for GHG Mitigation Plan
- Create a Carbon Reduction Plan with CDOT
- Implement GHG mitigation strategies
- Identify barriers to and opportunities for deployment of fueling and charging infrastructure.
- Evaluate opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips
- Increasing access to public transportation
- Shift to lower emission modes of transportation
- Identify transportation system vulnerabilities to climate change impacts and evaluate potential solutions.

2337 – Complete Streets

- Plan, and coordinate with regional stakeholders to plan and develop safe streets for all users.
- Enable pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists to have a safe, accessible, and comfort to their destination.
- Provide an equitable and safe transportation network for travelers of all ages and abilities.

WORK ELEMENT 2340 SHORT RANGE PLANNING AND PROGRAMS

Objective – These are intended to be planning activities that will completed annually or completed in a specific FFY of the UPWP.

2341 – On-Call Transportation Technical Assistance Consultant

This element is developed as a placeholder for funding for consultant's services to assist with planning activities, which provides flexibility to the MPO to use a portion of additional CPG funds later. General consultant services may be used for Long Range Transportation Plan activities, traffic count program, Travel Demand Modeling, Pavement Condition Rating or Planning studies.

- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide Area-Wide Local Roadway Safety Plan
- Provide traffic model as needed and requested by MPO
 - Run project scenario based on projects identified in the 2045 LRTP and as requested by MPO staff.
 - Refine Travel demand model developed in 2015 as new social/economic data becomes available such as but not limited to 2020 census data.
 - Development of the 2050 regional population forecast
 - Update local transportation system data to reflect change to the future transportation network as modified by local or county government actions.

- Review Functional Classification and update as necessary based on the new 2020 census data.
- Update TAZ with 2020 census data and re-configure traffic model
- Collaborate with CDOT Consultant and MPO to establish baseline and mitigation plan
- Facilitate MPO on ongoing administrative process for establishing, tracking, and verifying mitigation & performance measures.
- Assist MPO and CDOT with Green House Gas Mitigation Plan & Carbon Reduction Plan
- Provide updated GIS data (shape files) to MPO such as:
 - Update PACOG GIS maps as needed:
 - New roadways
 - Proposed roadways
 - New trails/bike routes/bike lanes
 - Create Regional bike plan with updated information
 - Roadway classifications
- Provide Pueblo Transit
 - Route expansion studies and analysis
 - Increased Ridership modeling and analysis
 - NTD data collection for federal reporting.
 - Route consolidation and expansion planning

2342 – Regional, Statewide, and Federal Planning Participation

Activities:

- Regular participation in regional planning activities in cooperation with PACOG member entities.
- Regular attendance at State Transportation Advisory Committee (STAC) meetings.
- Review major annexation plans for transportation impacts.
- Evaluate development impacts which may require amendments to the adopted Long Range Transportation Plan and/or Transportation Improvement Program.
- Review land use issues affecting the transportation system.
- Attendance at Transportation Commission (TC) meetings if necessary to represent the interests of the PACOG MPO/TPR.
- Participation and support the Southwest Chieftain North Front Range Passenger Rail Commission.
- Participation in joint or coordinated planning studies conducted cooperatively by the four Front Range MPOs.
- Regular participation in statewide committees for special studies that may have impacts in the PACOG MPO area, (i.e. Freight, Rail, Intracity transit)
- Work and coordinate with FLMA

2343 – Planning and environmental Linkages

Activities:

- Implement planning and environmental linkages (PEL) as part of the transportation planning and environmental review process.
- Develop partnerships with resource agency staff

- Provide PEL resources and educational training to local jurisdictions.
- Create PEL methodologies for transportation planning in PACOG region.

2344– Special projects and other Transportation Mode Planning

This element is developed as a placeholder for funding of any special projects that may arise within the PACOG region.