

INTERGOVERNMENTAL AGREEMENT FOR A  
REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING  
Northwest Transportation Planning Region

THIS AGREEMENT is made this 11<sup>th</sup> day of January, 2024, by and among the following local governments in the Northwest Transportation Planning Region:

**Grand County**  
**Town of Fraser**  
**Town of Granby**  
**Town of Grand Lake**  
**Town of Hot Sulphur Springs**  
**Town of Kremmling**  
**Town of Winter Park**

**Jackson County**  
**Town of Walden**

**Moffat County**  
**City of Craig**  
**Town of Dinosaur**

**Rio Blanco County**  
**Town of Meeker**  
**Town of Rangely**

**Routt County**  
**Town of Hayden**  
**Town of Oak Creek**  
**Town of Yampa**  
**City of Steamboat Springs**

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 Northwest 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 Northwest Transportation Planning Region, consisting of the areas within the counties of Grand, Jackson, Moffat, Rio Blanco and Routt, 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 Northwest Transportation Planning Region.

**NOW THEREFORE**, the parties hereby mutually agree as follows:

1. Designation of Regional Planning Commission. By execution of this Intergovernmental Agreement, the participating entities do hereby incorporate and constitute the Regional Planning Commission for the Northwest Transportation Planning Region.
2. Membership and Participation. The governing bodies of the parties to this Agreement shall each nominate one primary representative and one alternate representative to the Regional Planning Commission for the Northwest Transportation Planning Region, who shall attend all meetings of the Regional Planning Commission. If the primary or alternate representative are both unable to make the meeting, voting rights may be transferred to another attendee of their choosing, providing that attendee is not voting for any other local government agency, and that the administrative staff of the RPC is notified at least 24 hours in advance of the meeting.
3. Voting. Each county and municipal member representative shall be entitled to one vote each. Votes are weighted based on the number of member entities in each respective county with each county vote totaling one, and the votes for the municipalities within each county adding up to one. The official voting formula is attached to this document. Voting results shall be determined by the majority of votes cast. At any time there occurs a tie of votes cast, the results shall be determined by the vote of the Chairperson.
4. 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 Northwest 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.
5. Chairperson and Officers. The Regional Planning Commission shall elect its Chairperson and Vice-Chairperson, whose terms shall be one year, with eligibility for reelection. Whenever possible, the Chairperson shall be the representative of the Northwest Transportation Planning Region (NWTPR) on the State Transportation Advisory Committee (STAC), and the Vice-Chairperson shall be the alternate representative of the

NWTPR on the STAC.

6. 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.
7. 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.
8. 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 Northwest 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.
9. Modification and Changes. The terms of this Agreement may be modified at any time by agreement of all parties to this Agreement.