

**RESOLUTION NO. 27
SERIES OF 2019**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF VAIL AND THE UNITED STATES DEPARTMENT OF
TRANSPORTATION OFFICE OF THE ASSISTANT SECRETARY FOR RESEARCH
AND TECHNOLOGY VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER**

WHEREAS, in recent years, parking lots and access roads to several of the area's most popular trailheads have become congested, trails have become wider due to increased foot traffic, and crowding has negatively affected the experiences of visitors and nearby neighbors to these areas;

WHEREAS, because of its expertise in transportation planning in public lands, The Town of Vail has asked the John A. Volpe National Transportation Systems Center (the "Volpe Center") to help address these issues;

WHEREAS, in an effort to address the issues stated above the Town of Vail and Volpe Center wish to enter into an agreement for services related to transportation planning assistance and implementation support (the "IGA"); and

WHEREAS, the Council's approval of this Resolution is required to enter into the IGA.

NOW, THEREFORE, BE IT RESOLVED BY TOWN COUNCIL FOR THE TOWN OF VAIL, STATE OF COLORADO:

Section 1. The Council hereby approves the IGA and authorizes the Town Manager to enter into the IGA in substantially the same form as attached hereto as **Exhibit A** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

ATTEST

TOWN OF VAIL

Tammy Nagel, Town Clerk

Dave Chapin, Mayor

VOLPE AGREEMENT NO. VPQ2
BETWEEN
THE UNITED STATES DEPARTMENT OF TRANSPORTATION
OFFICE OF THE ASSISTANT SECRETARY FOR RESEARCH AND TECHNOLOGY
VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER
AND
TOWN OF VAIL

The Agreement between the aforementioned parties is for the Office of the Assistant Secretary for Research and Technology, Volpe National Transportation Systems Center (Volpe Center) to perform in accordance with the Statement of Work (SOW), subject to the terms and limitations detailed herein.

I. STATEMENT OF WORK

(See attached).

II. PERFORMING ORGANIZATION

The Volpe Center will perform work in accordance with the attached SOW that is incorporated into the Agreement. The Volpe Center may use support service contractors and other contract support as the Volpe Center deems necessary.

III. PERIOD OF PERFORMANCE

The Volpe Center will start work upon receipt of funds. Work shall continue until it is completed. The Volpe Center intends to complete all work detailed in the SOW by May 30, 2024. If additional time becomes necessary to complete this work within the funding provided, the parties may agree in writing to extend the period of performance. Provided remaining funds are sufficient to cover remaining performance and closeout costs, such extension shall be at no additional cost to the Town of Vail.

IV. FUNDING

The Volpe Center shall perform work on a BEST EFFORT (not fixed price), NO FEE BASIS. Charges will reflect only actual costs and no profit. The amount indicated below is the Volpe Center's estimate of the funds needed to accomplish the tasks detailed in the SOW. Should the work be accomplished, or terminated, before funds are exhausted, the balance will be returned by mutual agreement between the Volpe Center and the Town of Vail and consistent with paragraph VIII – Termination of Work. Should funds be exhausted, all work will stop at that point unless and until additional funds are provided.

Estimated Cost: \$150,000

Performance of the work called for in the attached SOW is estimated to cost \$150,000. This estimate includes actual direct and indirect costs associated with the tasks as specified in the SOW, including their execution, management, and administration.

V. ADVANCES

The Town of Vail shall advance funds to the Volpe Center before work starts in accordance with the Volpe Center's authorizing legislation, 49 USC §328. The Town of Vail will provide advances in accordance with the following schedule. Should funds become exhausted, work will cease unless and until such time as the next advance is received.

The Volpe Center will bill the Town of Vail in accordance with the following schedule of advances or more frequently as required via SF-1115 (Bill for Collection) or any specific form required by the Town of Vail.

<u>SCHEDULE OF ADVANCES</u>	<u>AMOUNT</u>
UPON APPROVAL OF THIS AGREEMENT	\$30,000.00

VI. BILLING AND PAYMENT INFORMATION

The Town of Vail may electronically transfer payments to the Volpe Center through the Federal Reserve Bank of New York by using the following banking information:

Type/Subtype Code	10 00
ABA Number	021030004
Receiver DFI Name:	TREAS NYC
Business Function	CTR
Beneficiary	D
	69010004

Alternatively, the Town of Vail may send payment by check directly to the:

U.S. Department of Transportation
Volpe National Transportation Systems Center
Attn: Accounting Office, V-132
55 Broadway
Cambridge, MA 02142

Payments will be made to the order of:

“DOT/Volpe National Transportation Systems Center”

Any questions regarding project cash advances should be directed to:

Gregory Zevitas

617-494-3834

Gregory.zevitas@dot.gov

The following information is required for the Volpe Center's customer billing profile. Please supply the Town of Vail taxpayer/employer identification and DUNS numbers:

TIN/EIN: _____

DUNS: _____

VII. FINANCIAL REPORTS

The Volpe Center shall provide the Town of Vail with a monthly report of total commitments and obligations made to date in the standard format provided to all Volpe Center customers. Summary financial reports are distributed to the customer financial point of contact identified in Section XVI unless noted otherwise. In such case, a "Send Financial Reports To" section needs to be included with the following information: customer accounting contact name, telephone number, email address, and regular mail address.

VIII. TERMINATION OF WORK

Work may be terminated 30 calendar days after receipt of written notice by the Office of Financial Management, Volpe Center, V-130. The Town of Vail is responsible for all costs incurred through the termination date and for any additional costs incurred which the Volpe Center judges are necessary to complete an orderly program close. The Volpe Center will return any remaining funds to Town of Vail.

IX. CHANGES TO THE AGREEMENT

Changes may be made by mutual written agreement.

X. GOVERNING LAW

The laws of the United States shall govern the construction, validity, performance, and effect of this Agreement for all purposes.

XI. RESOLUTION OF DISPUTES

The Volpe Center and the Town of Vail agree to work cooperatively in carrying out their responsibilities under this Agreement. Staff members from the Volpe Center and the Town of Vail will resolve disagreements informally. The appropriate administrative managers for the Volpe Center and the Town of Vail shall confer as necessary to resolve the dispute that their respective staff members are unable to resolve.

XII. WARRANTY

The Volpe Center makes no express or implied warranties as to any matter whatsoever.

XIII. RIGHTS IN TECHNICAL DATA

The Town of Vail will have an unlimited non-exclusive license to data first produced in the performance of this Agreement. Unless subject to statutory exemptions, such data will be publicly available under the Freedom of Information Act, 5 U.S.C. 552.

XIV. INTELLECTUAL PROPERTY RIGHTS

- a. Nothing in this Agreement is intended or will be deemed to affect the ownership rights of the parties with respect to their existing copyrights, trade secrets, trademarks, patents, or other intellectual property and proprietary rights, if any. The United States Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use data first produced in the performance of this Agreement for Government purposes.

XV. USE OF NAME OR ENDORSEMENTS

The Town of Vail or its agents shall not, in any way, state or imply that this Agreement is an endorsement by the Government of it or any of its products or services. The work done by the Volpe Center on this project does not reflect the policies of the Department of Transportation.

XVI. PUBLICITY

The Town of Vail or its agents shall not, in any way, publicize Volpe Center participation in this project without prior written consent.

XVII. NO BENEFITS

No member of or delegate to the United States Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

XVIII. PUBLICATION

The parties acknowledge that the Volpe Center is performing work under this Agreement for the Town of Vail. At the conclusion of the work described herein, the Volpe Center will provide a report of results to the Town of Vail.

XIX. POINTS OF CONTACT

For the Volpe Center:

Kendall Square

Cambridge, Massachusetts 02142

Program Manager: Benjamin Rasmussen, V-323
617-494-2768
Benjamin.Rasmussen@dot.gov

Financial Information: Kristin Campbell, V-131
617-494-3847
Kristin.Campbell@dot.gov

Billing Office: Gregory Zevitas
617-494-3834
Gregory.Zevitas@dot.gov

For the Town of Vail:

Town Manager: Patty McKenny

Program Director: Dwight Henninger

Principal Investigator:

**Financial/Contract
Information:** Kathleen Halloran
khalloran@vailgov.com
970 479-2116

Bill to:

Name: Town of Vail Attn; Dwight Henninger
Telephone Number: 970 479-2218
Email Address: dhenninger@vailgov.com
Mailing Address: 75 S. Frontage Road, Vail, CO 81657

XX. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town of Vail not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

AUTHORIZED APPROVALS

Signatures: _____
Reimbursing Organization

Organization to be Reimbursed

By: Patty McKenney

Anne D. Aylward

Title: Interim Town Manager

Director

For: Town of Vail

Volpe National Transportation
Systems Center

Date:

Date:

Statement of Work

***Town of Vail Transportation Planning Technical
Support***

Agreement #VPQ2

DRAFT

TOWN OF VAIL

TRANSPORTATION PLANNING TECHNICAL SUPPORT

1.1 BACKGROUND

The Town of Vail was incorporated in 1966, four years after the ski resort that bears its name was founded. Today, the ski resort is America's most visited ski area and draws over 1.6 million annual visitors a year. However, people are increasingly visiting Vail in all seasons to participate in hiking; road and mountain biking; fly-fishing; golfing; rafting; on-mountain adventure courses; and wildlife, wildflower, and fall foliage viewing and photography.

These activities take place on 1,100 acres of open space accounting for 50 percent of Vail's town-owned land; 350,000 surrounding acres of the White River National Forest, which includes 5,289 skiable acres on one of the largest ski mountains in the world; 17 miles of recreation paths; numerous special events; the highest botanical gardens in the world and an outdoor amphitheater named for the Town's most famous resident, President Gerald R. Ford. The Town's net revenue annual budget provides funding for one of the largest free transportation systems in the country.

In recent years, parking lots and access roads to several of the area's most popular trailheads have become congested, trails have become wider due to increased foot traffic, and crowding has negatively affected the experiences of visitors and nearby neighbors to these areas. With its expertise in transportation planning in public lands, The Town of Vail has asked the John A. Volpe National Transportation Systems Center (the Volpe Center) to help address these issues.

This interagency agreement (IAA) builds upon the agreement in place between the Volpe Center and the White River National Forest (VXP8A2).

1.2 SCOPE OF WORK

Through this agreement, the Volpe Center will provide transportation technical assistance to the Town of Vail. All projects authorized under this agreement fall into one general task: *Transportation Planning Assistance and Implementation Support*. Details of this task are presented in Section 2 of this agreement. All costs listed in this agreement are for Volpe Center staff involvement only. Costs associated with any other project participants are not included.

This agreement can be amended upon agreement of the signature parties to add specific tasks. If additional work is added under this agreement in the future, new tasks will be contingent upon the availability of funds and a modification will be executed to add additional funding under the original agreement.

For each individual project, a work plan, known as a project agreement, describing the scope of work, roles and responsibilities, project schedule, and project funding, must be developed prior to beginning any work.

Work shall be on a best effort, no fee basis, and charges will reflect only actual costs and no profit. Work will start upon execution of the agreement and the receipt of funds. The scope of work may be modified by agreement by both parties.

1.3 SCHEDULE

The master project will span approximately five fiscal years from execution of the agreement. The period of performance for VPQ2 will run until 5/30/2024. The Volpe Center effort, in support of the tasks, will commence immediately upon approval of this agreement and availability of funding. Specific project deadlines, including completion dates, will be documented at the working level for each project.

2 TRANSPORTATION PLANNING ASSISTANCE AND IMPLEMENTATION SUPPORT

2.1 TASK OVERVIEW

The Town of Vail requests technical support as it plans for and carries out transportation planning and implementation projects.

2.2 TASK SUBJECT AREAS

The Volpe Center will provide transportation planning assistance and implementation support to the Town of Vail in cooperation with the White River National Forest. Projects performed under this task will encompass comprehensive transportation issues involving roadways, bridges, parking areas, transportation facilities and equipment, alternative transportation strategies, communication technology, non-motorized transportation, operational and maintenance costs, and connectivity of transportation elements, including:

- Alternative fuels analysis;
- Alternative transportation system monitoring and evaluation;
- Alternative transportation vehicle selection, procurement, and maintenance;
- Benefit-cost assessment;
- Best practices and lessons learned;
- Communication/public outreach planning;
- Conceptual design work;
- Fare and fee payment systems;
- Funding strategy and implementation;
- Innovative partnering and financing strategies;
- Intelligent Transportation Systems (ITS);
- Interpretive planning;
- Non-motorized transportation;
- Preliminary engineering work;
- Presentation development;
- Program and legislative support;
- Program assessment;
- Program performance measurement and data requirements for evaluation;
- Project proposal review and evaluation;
- Public meeting facilitation;
- Signage planning and development;
- Stakeholder outreach, communication, and engagement;
- Statement of work reviews;
- Survey design, development, and administration;
- Sustainable transportation;
- Technical reviews of planning products;

- Transportation Assistance Group (TAG) coordination;
- Transportation planning and policy;
- Transportation safety and security;
- Vehicle acquisition techniques;
- Vehicle inventory;
- Vehicle technologies;
- Video development and simulations; and
- Visitor capacity analysis.

Limited travel to the Town of Vail, in the form of site visits and meeting attendance, is anticipated for this task. For each project, deliverables may include memoranda summarizing technical input, project meeting minutes, and/or brief reports.

2.3 PROJECT MANAGEMENT

Each project will include project management-related subtasks, such as preparation of project management/work plans, schedules, budgets, monthly progress reports, participation in relevant meetings, and project management assistance in reviewing and refining individual project implementation plans.

2.4 SCHEDULE

The Volpe Center will respond to requests by the Town of Vail for transportation assistance and support with a written work plan, including schedule and budget, within two weeks of the request. Each work plan will be sent to the Town of Vail for approval.

2.5 SAMPLE BUDGET

This IAA is understood to be severable work and is expected to be funded in more than one funding increment. The total expected budget authority for the duration of the master project and the first funding increment are shown below. This sample budget represents \$30,000 per year for support of the task subject areas outlined above.

Task	Total Expected Budget Authority	First Increment Budget Authority
2. Transportation Planning Assistance and Implementation Support	\$150,000	\$30,000

The Volpe Center's use plan for the new funding is below:

Volpe Use of Funds	Total Expected Budget Authority	First Increment Budget Authority
Volpe Direct Labor	\$140,000	\$28,000
Volpe Contract Support	\$0	\$0
Travel	\$10,000	\$2,000
Other	\$0	\$0
TOTAL	\$150,000	\$30,000