

MEMORANDUM OF UNDERSTANDING

| DETAILS SUMMARY | |
|---|--|
| Document Type | New Contract |
| OFS Number-Version | 201391 |
| County Contact Information | |
| Boulder County Legal Entity | Boulder County |
| Department | Community Planning & Permitting |
| Division/Program | Transportation Planning |
| Mailing Address | PO Box 471 Boulder, CO 80306 |
| MOU Contact – <i>Name, email</i> | Alex Hyde-Wright, ahyde-wright@bouldercounty.org |
| Invoice Contact – <i>Name, email</i> | Alicia Christopher, cppinvoices@bouldercounty.org |
| Contractor Contact Information | |
| Contractor Name | Town of Lyons |
| Mailing Address | 432 5 th Ave Lyons, CO 80540 |
| Contact 1 – <i>Name, title, email</i> | Dolores Vasquez, Town Clerk, dvasquez@townoflyons.com |
| Contact 2 – <i>Name, title, email</i> | Victoria Simonsen, Town Administrator, vsimonsen@townoflyons.com |
| MOU Term | |
| Start Date | 1/1/21 |
| Expiration Date | 12/31/21 |
| Brief Description of Work | |
| Boulder County agrees to pay 50% share of contract between Town of Lyons and RTD for EcoPasses for the residents of the Town of Lyons. | |
| MOU Documents | |
| <ul style="list-style-type: none"> a. A Scope of Work and Fee Schedule, attached as Exhibit A b. Lyons-RTD EcoPass contract | |
| MOU Notes | |
| <i>Additional information not included above</i> | |
| | |

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Planning & Permitting Department ("County") and Town of Lyons ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this MOU, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into MOU: The **Details Summary** is incorporated into this MOU. The **MOU Documents** are incorporated into this MOU by reference.
2. Work to be Performed: The Parties will each perform all tasks necessary and incidental to performing their responsibilities as described in the **Details Summary** and **MOU Documents** (the "Work").
3. Term of MOU: The **MOU Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All Work must be performed during the **MOU Term**.
4. Extension of MOU Term: This MOU may only be extended upon mutual agreement of the Parties in writing.
5. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this MOU. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the MOU, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
6. Nondiscrimination: Each Party will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law.
7. Independent Contractor: Neither Party is an employee of the other Party for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Each Party is responsible for employing and directing such personnel and agents as it requires to perform its portion of the Work.
8. Termination: Either Party may terminate this MOU for any reason upon thirty (30) days' notice to the other Party.
9. Governmental Immunity: Nothing in this MOU shall be construed in any way to be a waiver any Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
10. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the

beneficiary **Department** and their designees to act on behalf of the County under the terms of this MOU, including but not limited to the authority to terminate this MOU.

11. Execution by Counterparts; Electronic Signatures: This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this MOU solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this MOU in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

12. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this MOU. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

13. Insurance: Each Party shall always during the terms of this MOU maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities in performing the Work under this MOU.

14. Governing Law: The laws of the State of Colorado govern the construction, interpretation, performance and enforcement of this MOU.

15. Third Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this MOU are reserved to the Parties. Any other person receiving services or benefits under this MOU is an incidental beneficiary only and has no rights under this MOU.

16. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

[Signature Page to Follow]



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303-441-3930

Exhibit A- Scope of Work


For 2021, Boulder County will contribute \$20,465.00 to cover 50% of the contract price for the Lyons Community EcoPass program (total cost is \$40,930.00).

Boulder County will pay \$20,465.00 directly to the Regional Transportation District (RTD) in a lump-sum amount. The Town of Lyons is paying its portion (an equal amount) directly to RTD as well.

The funding source for Boulder County's contribution is:

Project 101397, Account String TRA MMD MultiModal 111-25233-1032-RST1

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the latter day and year indicated below.

| SIGNED for and on behalf of Boulder County | SIGNED for and on behalf of Contractor |
|--|---|
| Signature:  | Signature: |
| Name: Dale Case | Name: |
| Title: Director | Title: |
| Date: April 14, 2021 | Date: |
| ↓↓ <i>For Board-signed documents only</i> ↓↓ | |
| Attest Signature: | <i>Initial</i> |
| Attestor Name: | |
| Attestor Title: | |