

**INTERGOVERNMENTAL AGREEMENT
FOR TRANSPORTATION SERVICES BETWEEN THE TOWN OF LYONS AND
BOULDER COUNTY**

This Agreement is made this _____ day of _____, 2022, between the **Town of Lyons**, Colorado, a municipal corporation (hereinafter “Lyons”), and the **County of Boulder**, a public body corporate and politic (hereinafter “Boulder County”) (collectively the “Parties” or singularly the “Party”).

RECITALS

WHEREAS, the Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-201, et seq., provide that political subdivisions of the State of Colorado may contract with one another to provide any function, service, or facility lawfully authorized to each other.

WHEREAS, the Parties desire to support public transit ridership by residents of the Town of Lyons; and

WHEREAS, the Parties desire to provide public transit services for travel between Lyons and the City of Boulder (“Boulder”), and Lyons and the City of Longmont (“Longmont”); and

WHEREAS, the Parties desire to provide alternate transit options in light of the 2020 transit service cuts to the Regional Transportation District (hereinafter “RTD”)’ routes Y and YL which served the Town of Lyons; and

WHEREAS, the Parties have determined that significant economic and efficiency benefits will result for each Party through the contracting of taxi service by Lyons to serve travelers going to and from Lyons from Boulder and Longmont; and

WHEREAS, the Parties desire to continue providing an EcoPass to all residents of the Town of Lyons.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. Lyons shall contract with a third-party contractor or contractors for taxi services to provide transportation for the general public, in accordance with the terms of this Agreement and for the term of this Agreement. Lyons shall pay for these taxi trips by distributing vouchers within Lyons to the general public as described below. Passengers will then provide their vouchers to their taxi drivers as payment, and the taxi company shall invoice Lyons for payment.
 - a. Lyons shall select a third-party contractor(s) for taxi services of their choosing and require that contractor to possess insurance coverage per industry best practices, but shall impose the following requirements:
 - i. Contractor(s) shall maintain insurance liability at least meeting current minimums set forth by the Colorado Public Utilities Commission (PUC).
 - ii. Contractor shall be able to provide Americans with Disabilities Act as Amended (ADAA)-accessible vehicles when requested by a passenger.

- iii. If the Contractor(s) selected is(are) also a contracted transportation provider for the Regional Transportation District (RTD), Contractor shall also meet current RTD insurance minimums.
2. Lyons shall require that each voucher distributed as part of this program be printed with the following restrictions detailed on the vouchers:
 - a. Vouchers may be used for travel between Lyons (within town limits) and Boulder (city limits), in either direction, for trips beginning between 5:00am and 7:00pm, seven days per week.
 - b. Vouchers may be used for travel between Lyons (town limits) and Longmont (city limits), in either direction, for trips beginning between 5:00am and 7:00pm, seven days per week.
 - c. Vouchers are not valid for travel outside of the geographic and time limits stated above.
 - d. Vouchers cover a taxi fare up to \$45.00 per trip. If the fare for an individual trip is more than \$45.00, the passenger will need to cover any additional amount.
 - e. The vouchers shall have no monetary value until redeemed.
3. Upon restoration of fixed route transit service during AM and PM peak hours between Lyons and Boulder, the voucher time limits as described in Section 2a shall be replaced with the following:
 - a. Vouchers may only be used for travel between Lyons (within town limits) and Boulder (city limits), for trips beginning between 8:30am and 4:00pm Monday-Fridays, and for trips beginning between 5:00am and 7:00pm on Saturdays and Sundays.
4. Lyons shall require that each voucher distributed as part of this program contain blank fields for passenger name, redeemed amount, pick-up address (within Lyons, Boulder, or Longmont), drop-off address (within Lyons, Boulder, or Longmont), and pick-up time.
5. The Town of Lyons shall distribute vouchers to Lyons area residents, employees and visitors. Vouchers shall be distributed at the following locations: Lyons Town Hall, the Area Agency on Aging office at the Walt Self center, the LEAF food pantry, and other locations as determined by the Town.
6. The Town of Lyons may determine additional criteria to guide distribution of the vouchers, which may include, but are not limited to:
 - a. Prioritizing distribution based on need (income and/or transportation needs);
 - b. Prioritizing Lyons residents; and/or
 - c. Monthly limits on the number of vouchers per person.
7. Lyons shall require that, at the end of each taxi trip paid for with a program voucher, the taxi driver shall record the passenger name, start location of the trip, end location of the trip, trip time, and amount redeemed, based on the fare shown on the meter. For example, if a passenger used a voucher for an eligible ride that cost \$38.45, the driver would record \$38.45 as the amount redeemed. If a passenger used a voucher for an eligible ride that cost \$47.23, the driver would record \$45.00 as the amount redeemed (the maximum voucher fare).
8. Lyons shall keep a running list of how many vouchers have been distributed to each resident, which shall be made available to Boulder County upon request.

9. This Agreement shall commence on January 1, 2022 and shall continue in full force and effect until December 31, 2022, unless extended or sooner terminated as herein provided.
10. The Parties shall work collaboratively to periodically review the usage of vouchers and prevent misuse, such as usage outside of the geographic and time limits or usage above the maximum voucher amount.
11. Lyons shall contract with the Regional Transportation District (RTD), to provide an EcoPass program for all residents of the Town of Lyons. In 2022, this contract amount is anticipated to be \$14,530.00, the price that has been set by RTD. Lyons shall pay this amount to RTD prior to January 31, 2022.
12. Lyons shall administer the EcoPass program, including the issuing and printing of cards for Town of Lyons residents, maintaining the RTD EcoPass webportal, and, to the best of its ability, deactivating the EcoPasses of people who have moved who have moved out of the Town of Lyons. Lyons may charge residents up to \$50 each per year to pick up or maintain access to their EcoPass.
13. In consideration of the services provided by Lyons under this Agreement, and the mutual financial commitments herein made, Boulder County agrees to pay to the Town of Lyons an amount of up to \$22,530 for the year 2022. On a monthly basis, Lyons shall invoice Boulder County for an amount equal to 75.1% of the preceding month's direct expenses for the taxi voucher program. In no event shall Boulder County contribute to an amount greater than 75.1% of the total direct operating costs of the taxi voucher program for the calendar year 2022.
14. Each Party shall designate a representative, who shall be responsible for managing such Party's performance of the terms of this Agreement, and shall provide the other Party with written notice thereof, along with address, telephone, and email information. All notices to be provided under this Agreement shall be provided to such designated representatives. Any notice pursuant to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, and addressed to the designated representative. Any such notice shall be deemed given upon hand-delivery to the designated representative or to the representative's address three (3) days after mailing.
15. The Parties agree to cooperate in good faith in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of the taxi voucher program or the need for such service. However, such cooperation shall not require the expenditure of funds more than the specific amounts set forth in this Agreement unless approved and appropriated by the Parties.
16. In the event a Party has been declared in default, such defaulting Party shall be allowed notice thereof from the Party declaring default and a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the other Party shall be paid within fifteen (15) days of the date the notice of termination is received.
17. Liability of the Parties shall be apportioned as follows:

- a. Lyons shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Lyons or its officers, employees, and agents, in connection with the performance of this Agreement.
 - b. Boulder County shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Boulder County or its officers, employees, and agents, in connection with the performance of this Agreement.
 - c. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (§§ 24-10-101, C.R.S. *et seq.*) or any other defenses, immunities, or limitations of liability available to any Party by law.
18. This Agreement embodies the entire agreement of the Parties about the taxi voucher program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
 19. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties, except as provided herein.
 20. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement.
 21. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
 22. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.
 23. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.
 24. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

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

TOWN OF LYONS, COLORADO
a municipal corporation

By: _____
Nicholas Angelo, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

THE COUNTY OF BOULDER,
a body corporate and politic

By: _____
Dale Case, Director
Boulder County Community Planning & Permitting Dept.