

**TOWN OF LYONS, COLORADO
RESOLUTION NO. 2020-63**

**A RESOLUTION OF THE TOWN OF LYONS, RESCINDING RESOLUTION 2020-42 AND
ADOPTING RESOLUTION 2020-63 A REVISED INTERGOVERNMENTAL AGREEMENT
FOR TAXI SERVICES BETWEEN THE TOWN OF LYONS AND BOULDER COUNTY**

WHEREAS, the Town of Lyons ("Town") is a statutory municipality organized under the laws of the State of Colorado; and

WHEREAS, pursuant to C.R.S. § 30-15-401 *et seq.*, the Town is authorized to enter into contracts with other governmental organizations for mutual benefit; and

WHEREAS, the Town and Boulder County, Colorado ("Boulder County") (collectively the "Parties") desire to provide transportation services for travel between the Town and the City of Boulder, and the Town and the City of Longmont; and

WHEREAS, the Parties desire to provide alternate transportation options in light of the recent transit service cuts to the Regional Transportation District ("RTD")' routes Y and YL which previously served the Town; and

WHEREAS, the Town is contracting for taxi services with a third-party contractor, zTrip to replace the lost bus services previously provided by RTD; and

WHEREAS, the Parties have determined that significant economic and efficiency benefits result for each Party through the contracting of taxi service the Town in lieu of bus services,

WHEREAS, the Parties desire to enter into the Intergovernmental Agreement for Transportation Services Between the Town of Lyons and Boulder County (the "IGA") for the purposes of allowing Boulder County to reimburse the Town for costs incurred through the Town's contract with zTrip for taxi services; and

WHEREAS, through the IGA, Boulder County will reimburse the Town for all costs relating to the contract for taxi services; and

WHEREAS, the Lyons Board of Trustees desires to rescind the earlier IGA approved via Resolution 2020-42 and adopt a new IGA for taxi services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town Board of Trustees hereby:

(a) Approves the IGA in substantially the form attached hereto.

(a) Authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the IGA that do not increase the obligations of the Town.

(c) Authorizes the Mayor to execute the IGA and the Town Clerk to attest the Agreement when in final form.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 10th DAY OF APRIL 2020.

TOWN OF LYONS

By: Connie Sullivan
Connie Sullivan, Mayor



2020-63

Final Audit Report

2020-04-09

Created:	2020-04-08
By:	Town of Lyons (recreation@townoflyons.com)
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**INTERGOVERNMENTAL AGREEMENT
FOR TAXI SERVICE BETWEEN THE TOWN OF LYONS AND
BOULDER COUNTY**

This Agreement is made this 6th day of April, 2020, 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 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 recent transit service cuts to the Regional Transportation District (hereinafter "RTD")' routes Y and YL which served the Town of Lyons; and

WHEREAS, Lyons is contracting for taxi services with a third-party contractor; 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.

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 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.
2. Lyons shall require that each voucher distributed as part of this program be printed with the following restrictions detailed on the voucher:
 - a. Vouchers may be used for travel between the Lyons (within town limits) and Boulder (city limits), in either direction, for trips beginning between 8:30am and 4:00pm, Monday-Friday.
 - b. Vouchers may be used for travel between the Lyons (town limits) and Longmont (city limits), in either direction, for trips beginning between 5:00am and 7:00pm, Monday-Friday.
 - c. Vouchers are not valid for travel outside of the geographic and time limits stated above, except that during RTD's temporary suspension of the Y route due to the covid-19 outbreak, travel between Boulder (city limits) and Lyons (town limits) shall be permitted anytime between 5:00am and 7:00pm, Monday-Friday. Vouchers may state this exception.

- 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. Lyons shall require that each voucher distributed as part of this program contain blank fields for passenger name, redeemed amount, start location (Lyons, Boulder, or Longmont), end location (Lyons, Boulder, or Longmont), and trip time.
- 4. The Town of Lyons shall distribute vouchers to Lyons area residents. 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.
- 5. 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 resident.
- 6. 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).
- 7. 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.
- 8. This Agreement shall commence on April 6, 2020 and shall continue in full force and effect until December 31, 2020, unless extended or sooner terminated as herein provided.
- 9. 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.
- 10. In consideration of the services provided by Lyons under this Agreement, and the mutual financial commitments herein made, Boulder County agrees to contribute to the direct costs of operating the taxi voucher program. For the term of this Agreement, Boulder County shall pay to Lyons an amount up to, but not to exceed twenty-five thousand dollars (\$25,000.00) for the year 2020 for the value of redeemed taxi vouchers. Lyons shall invoice Boulder County monthly for the value of all vouchers redeemed in the previous calendar month. Each invoice shall include a list of each voucher amount redeemed. Payment to Lyons shall be made within 60 days after receipt of an invoice.
- 11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement.
18. 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.

19. 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.
20. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.
21. 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.

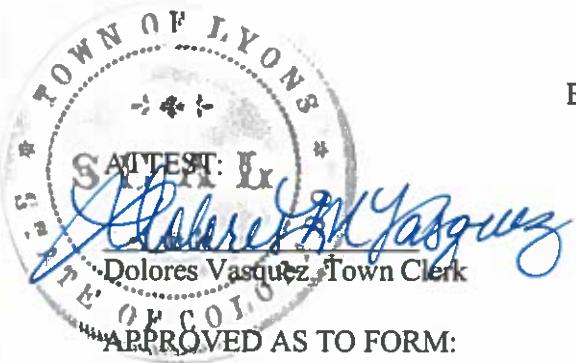
TOWN OF LYONS, COLORADO
a municipal corporation

By:

Connie Sullivan

Connie Sullivan (Apr 9, 2020)

Connie Sullivan, Mayor



Town Attorney

THE COUNTY OF BOULDER,
a body corporate and politic

By:

Deb Gardner, Chair
Board of County Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

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

TOWN OF LYONS, COLORADO
a municipal corporation



By:

Connie Sullivan
Connie Sullivan (Apr 9, 2020)

Connie Sullivan, Mayor

APPROVED AS TO FORM:

Brandon Dittman
Brandon Dittman (Apr 22, 2020)

Town Attorney

THE COUNTY OF BOULDER,
a body corporate and politic

By:

Deb Gardner, Chair
Board of County Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

2020-63

Final Audit Report

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2020-63 IGA with BOCO

Final Audit Report

2020-04-09

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