

INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF COMMERCE CITY
CONCERNING THE ADAMS COUNTY COMMUNITY TRANSIT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into this _____ day of _____, 2016 by and between the Board of County Commissioners, County of Adams (“County”), a political subdivision of the State of Colorado, located at 4330 South Adams County Parkway Brighton, Colorado 80601, and the City of Commerce City (“City”), located at 7887 East 60th Avenue, Commerce City, Colorado 80022.

WHEREAS, the Parties are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV, § 18, and § 29-1-203, C.R.S.; and,

WHEREAS, the Parties wish to enter into this IGA to enhance and continue cooperation between the Parties and to increase the availability of transit services in meeting a portion of the unmet transit needs of older adults and persons with disabilities in the unincorporated areas and municipalities within the County; and,

WHEREAS, the Parties, along with the Cities of _____, have formed the Adams County Community Transit Policy Council (“Policy Council”) to facilitate the development of special transit services within the County and the municipalities; and,

WHEREAS, the Policy Council has been responsible for the development of special transit services within the County and the municipalities, has assisted in the development of a budget, and has assisted in the review and selection of a transportation broker; and,

WHEREAS, the Policy Council has developed a budget that anticipates expenditures required for the continuation of special transit service delivery; and,

WHEREAS, the Policy Council will continue to facilitate the sharing of responsibility for providing special transit services among the County and the municipalities; and,

WHEREAS, the Parties and other municipalities intend to allocate funding on an annual basis for the Community Transit Program formed pursuant to the Intergovernmental Agreement with the City of Commerce City Concerning the Adams County Community Transit Program dated _____ (“Original IGA”) and similar agreements with other municipalities; and,

WHEREAS, each of the Parties has agreed to appoint a representative and an alternate who can act on behalf of their jurisdiction to serve as a member of Policy Council.

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION A - COMMUNITY TRANSIT PROGRAM SCOPE AND ADMINISTRATION

The Community Transit Program shall consist of the continuation of special transit service delivery for eligible residents of Adams County. The Community Transit Program shall be carried out in accordance with the direction of the Policy Council and the Adams County Community Transit Program Manager.

Responsibilities of the Policy Council

The Policy Council is comprised of one representative appointed by each municipal jurisdiction that funds the Community Transit Program and two appointed representatives of the Adams County Board of County Commissioners. The representatives will act on behalf of their jurisdiction and will have voting authority. Each municipal representative shall have an alternate who can attend Policy Council meetings in the representative's absence.

The Policy Council will be responsible for activities including, but not limited to, setting fares, establishing rider eligibility criteria, approving service delivery contracts, approving the annual budget, authorizing submission of grant applications and other funding requests, receiving public comments on services provided, and shall provide policy direction for the Community Transit Program.

Responsibilities of the County

The administration, oversight and management of the Community Transit Program shall be provided by Adams County staff.

The County shall act as the contracting agency for the purposes of application of eligible local, State, and Federal transit funds for the Community Transit Program.

The County shall obtain all funding agency approvals and permits that are required or otherwise necessary to execute the Community Transit Program.

The County shall act as Fiscal Agent for such funds and be responsible for the disbursement of funds on behalf of all Parties.

The County shall provide necessary financial and performance reports and other information to the Policy Council as requested.

The County shall contract with a Transportation Broker to administer the Community Transit Program.

Responsibilities of the Transportation Broker

The responsibilities of the Transportation Broker will include, but not be limited to, scheduling the most cost-effective trips, offering information and referral, and/or providing transportation services for all eligible residents in Adams County.

The Transportation Broker will provide Non-Title III transportation scheduling services and transportation for eligible residents who have mobility impairments, regardless of age, or who are sixty (60) years of age or over, including wheelchair bound older adults, to medical and dental appointments, grocery facilities and congregate meal sites.

If the actual service delivery deviates more than 5% in any category from the annual goals set by Council, the Transportation Broker shall brief the Policy Council and receive prior written authorization from the Community Transit Program Manager.

The Transportation Broker shall generally provide the trips on a scheduled or prearranged basis.

The Transportation Broker shall provide complete information and referral to eligible residents about available services and resources, including but not limited to, name, address and telephone number of other service or resource providers and/or provide the eligible resident with a referral to appropriate community resources to ensure that necessary services will be delivered.

The Transportation Broker will provide monthly performance reports to the Community Transit Program Manager that shall detail the following:

- The total number of trips provided
- Specify client type
- Specify the passenger's city or unincorporated place of residence
- Specify the passenger's destination location and city
- Identify the classification of the trip (congregate nutrition, medical/dental, grocery, or other)
- Specify the method of transportation used (taxi, bus, community wheels)
- Identify the funding account to be charged to pay for trip cost
- Identify the number of trips that were unable to be provided by jurisdiction and the reason trip was not provided
- A program income report

SECTION B - TERM

The IGA commences on January 1, 2017, and shall automatically renew in successive one-year qualification periods, unless either Party provides written notice to terminate the IGA at least thirty days prior to the expiration of a given term.

SECTION C - COMMUNITY TRANSIT PROGRAM FUNDING

The Community Transit Program's administrative and operating funds may be obtained from a variety of sources, including but not limited to: Regional Transportation District, Title III Older Americans Act, Denver Regional Council of Governments, participating local governments, and the Colorado Department of Transportation.

The City and County local government funds to be allocated to this project will be determined on an annual basis by a vote of the Adams County Community Transit Policy Council. The allocation and payment of any funds subject to this IGA shall be subject to annual appropriation by the governing bodies of the City and the County.

SECTION D - REIMBURSEMENTS

If this IGA is terminated, all funds paid by the City or the County and not committed at the time of termination of this IGA shall be refunded.

SECTION E - INSURANCE

The Parties shall each maintain insurance, in the form of a self-insurance program and/or insurance policies, to adequately insure the Party against any claims and/or damages that might arise as a result of its performance or failure to perform under this IGA.

SECTION F - NO INDEMNIFICATION

Each Party agrees to be responsible for the actions of its officials and employees in the performance of this IGA. Nothing herein shall be deemed as a waiver by any party of the rights, immunities and limitations afforded each by the Colorado Governmental Immunity Act CRS 24-10-101, as amended, or otherwise available at law.

SECTION G - TERMINATION FOR CAUSE

This IGA shall not be terminated by any Party for convenience but may only be terminated for cause (except for non-renewal). Cause for termination shall consist of either a failure by one of the Parties to perform pursuant to the terms of this IGA or a lack of available funding as described in Section C of the IGA. If termination is due to the failure of one of the Parties to perform pursuant to the terms of this IGA, the termination shall be effective thirty (30) days after written notice of the termination and cause(s) thereof have been given to the Parties, and the alleged non-performing Party has failed to cure the non-performance within the thirty (30) day period.

SECTION H - NOTICE

Any notices given under this IGA are deemed to have been received and to be effective: (a) three (3) days after the notice is mailed by certified mail, return receipt requested; (b) immediately upon hand delivery; or (c) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

To the County:

Adams County Board of County Commissioners
4430 South Adams County Parkway 5th floor Suite
C5000A
Brighton, CO 80601
Phone: 720-523-6100
FAX: 720- 523-6045

Adams County Attorney's Office
4430 South Adams County Parkway
5th floor Suite C5000B
Brighton, CO 80601
Phone: 720- 523-6116
FAX: 720-523-6114

Adams County Department of Human Services
Community Transit Program Manager
7190 Colorado Blvd.
Commerce City, CO 80022
Phone: (303) 227-2283
FAX: (303) 227-2211

To the City:

City of Commerce City
City Manager
7887 East 60th Avenue
Commerce City, Colorado 80022

City of Commerce City
City Attorney
7887 East 60th Avenue
Commerce City, Colorado 80022

SECTION I - ASSIGNABILITY

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Parties without the prior written consent of all of the Parties.

SECTION J - VENUE AND JURISDICTION

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County, Colorado.

SECTION K - INTEGRATION OF UNDERSTANDING

This IGA contains the entire understanding of the Parties, and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the Parties.

SECTION L - SEVERABILITY

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

SECTION M - AUTHORIZATION

Each Party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

SECTION N - RIGHTS OF THIRD PARTIES

This IGA does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this IGA or to claim any damages or bring any legal action or other proceeding against the parties to this IGA for any breach or other failure to perform this IGA.

SECTION O – ORIGINAL IGA SUPERSEDED

This IGA supersedes and replaces the Original IGA and any amendments thereto.

SECTION P – NON-APPROPRIATION

The Parties will use their best efforts to appropriate funds sufficient to make the payment for each of their obligations as contemplated herein. However, if either Party fails to appropriate sufficient funds to make such payments or perform such obligations, the other Party shall have no remedy at law or in equity to enforce the terms of this IGA. The Parties agree and acknowledge that based on the foregoing and the Parties' ability to terminate this IGA, this IGA does not constitute a multiple fiscal year debt or financial obligation of any Party.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

CITY OF COMMERCE CITY,
a Colorado municipal corporation

City Mayor

Date: _____

Attest (Seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

BOARD OF COUNTY
COMMISSIONERS
ADAMS COUNTY, COLORADO

Chairperson

Date: _____

Attest (Seal)
Clerk
Board of County Commissioners

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office