

RESOLUTION R-2024-79

A RESOLUTION OF THE LONGMONT CITY COUNCIL APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE CITY OF FORT COLLINS FOR FLEX BUS SERVICES

THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, RESOLVES:

Section 1

Under section 13.7 of the Longmont Home Rule Charter and section 4.12.095 of the Longmont Municipal Code, the Council approves and authorizes the Mayor to sign the intergovernmental agreement referenced in the title of this resolution in substantially the form now before the Council.

Section 2

The Council repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

Passed and adopted this 19th day of November, 2024.

Signed by: Mayor Pro Tem Susie Hidalgo-Fahrig MAYOR

ATTEST:

DocuSigned by: [Signature] CITY CLERK




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Signed by:  
  
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ASSISTANT CITY ATTORNEY

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Signed by:  
  
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APPROVED AS TO FORM AND SUBSTANCE:

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**INTERGOVERNMENTAL AGREEMENT  
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND THE CITY OF  
LONGMONT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ between the City of Fort Collins, Colorado, a municipal corporation (hereinafter “Fort Collins”), and the City of Longmont, Colorado, a municipal corporation (hereafter “Longmont”) (Fort Collins and Longmont collectively may be referred to as the “Parties” or individually as a “Party”).

**RECITALS**

WHEREAS, the Parties desire to provide regional connector bus service between Fort Collins and Longmont; and

WHEREAS, Fort Collins has its own fixed-route bus system (hereinafter “Transfort”);  
and

WHEREAS, FLEX is a regional connector bus service operated by Transfort in partnership with Loveland, Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter “Partners”) to provide services to said communities pursuant to separate Intergovernmental Agreements; and

WHEREAS, Transfort is willing and able to extend FLEX services along the U.S. Highway 287 and Highway 119 corridors between Fort Collins and Boulder (hereinafter “FLEX”) with stops in Fort Collins, Loveland, Berthoud, Longmont, and Boulder; and

WHEREAS, the Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

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

**AGREEMENT**

1. The forgoing recitals are hereby incorporated as though fully set forth herein.
2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, termination, and pursuant to this Section 2 and Section 13 of this Agreement.
  - a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines

appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins' expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with Partner contribution, Fort Collins and the Partners will amend **Exhibit A** and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective costshare. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

- b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.
3. This Agreement shall commence on January 1, 2025, and shall continue in full force and effect until December 31, 2025, unless sooner terminated as herein provided.
4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.
5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Longmont agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner. Based on average ridership data from 2019, 2021 and 2022 for each term of this Agreement, Longmont's share of direct and indirect costs of operating FLEX for the year 2025 is \$165,413, and, subject to **Sections 6 and 7**. Longmont shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2025. Such payment shall be made within sixty (60) days after receipt of an invoice.
6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2025 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").
  - a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be

used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties' cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

- b. Federal or state grant funds as may be available, including any FASTER funds awarded, shall be included in the FLEX Revenue.
  - c. Any additional revenues collected by Longmont from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.
  - d. If FLEX Revenue and FLEX Fare Revenue for 2025 is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.
7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.
  8. Fort Collins Transfort buses will utilize existing Regional Transportation District (hereafter "RTD") stops in Boulder County, or as otherwise agreed by the Parties.
  9. The basic cash fare to be charged for FLEX shall be One Dollar and Twenty-Five Cents (\$1.25) per ride; however, Fort Collins currently is not charging fares for the Transfort bus system. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. All Fort Collins discounted fare categories for Transfort bus service will apply to FLEX. Fort Collins shall collect any fares due from passengers and accurately record and account for such fare receipts and ridership levels. Fort Collins shall prepare quarterly reports of such receipts and ridership levels and shall provide such quarterly reports to the Partners.
  10. All Fort Collins and City of Loveland bus pass programs will be accepted as full fare to ride FLEX. Transfers from FLEX to the Transfort or COLT bus systems will be honored. RTD Eco Pass will be accepted as full fare to ride FLEX, but free transfers from FLEX to RTD

will not be honored.

11. Each Party shall designate a representative (“Party’s 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 the address, telephone, and email information of the Party’s Representative. All notices to be provided under this Agreement shall be provided to the Parties’ Representatives. Any notice pursuant to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party’s Representative. Any such notice shall be deemed given upon hand-delivery to the Party’s Representative, delivery to their address, or three (3) days after mailing.

If to Fort Collins:

City of Fort Collins

Transport Director  
City of Fort  
Collins  
250 N. Mason Street Fort  
Collins, CO 80522

With a copy to:

City Attorney  
City of Fort Collins  
P.O. Box 580  
Fort Collins, CO 80522

If to City of Longmont:

Transportation  
Planning Manager  
City of  
Longmont  
385 Kimbark Street  
Longmont, CO 80501

With a copy to:

City Attorney  
City of  
Longmont  
350 Kimbark Street  
Longmont, CO 80501

12. The Parties agree to cooperate fully, to a reasonable extent, 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 FLEX or the need for such service. However, such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and appropriated by the Parties.

13. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

14. In the event a Party has been declared in default, such defaulting Party shall be allowed 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 non-defaulting Party shall be paid within fifteen (15) days of the date notice of termination is received.

15. Liability of the Parties shall be apportioned as follows:

a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.

b. Longmont shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Longmont be found liable as a result of any action or omission of Longmont or its officers, employees, and agents, in connection with the performance of this Agreement.

c. Nothing in this **Section 15** or any other provision of 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 (Section 24-10-101, C.R.S. *et seq.*) or any other defenses, immunities, or limitations of liability available to any Party by law.

d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies sufficient to satisfy such liability as required by their Charter provisions.

e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or

provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

16. This Agreement embodies the entire agreement of the Parties about the FLEX 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 or agreed to pursuant to Section 18.

17. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

18. 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' Representatives, except as provided herein.

19. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

20. 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.

21. 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.

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

23. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

24. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq.* Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**CITY OF FORT COLLINS, COLORADO**  
a municipal corporation

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**CITY OF LONGMONT:**

Signed by:  
Mayor Pro Tem Susie Hidalgo-Fahring  
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MAYOR

**ATTEST:**

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CITY CLERK



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**APPROVED AS TO FORM:**

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[Signature]  
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ASSISTANT CITY ATTORNEY

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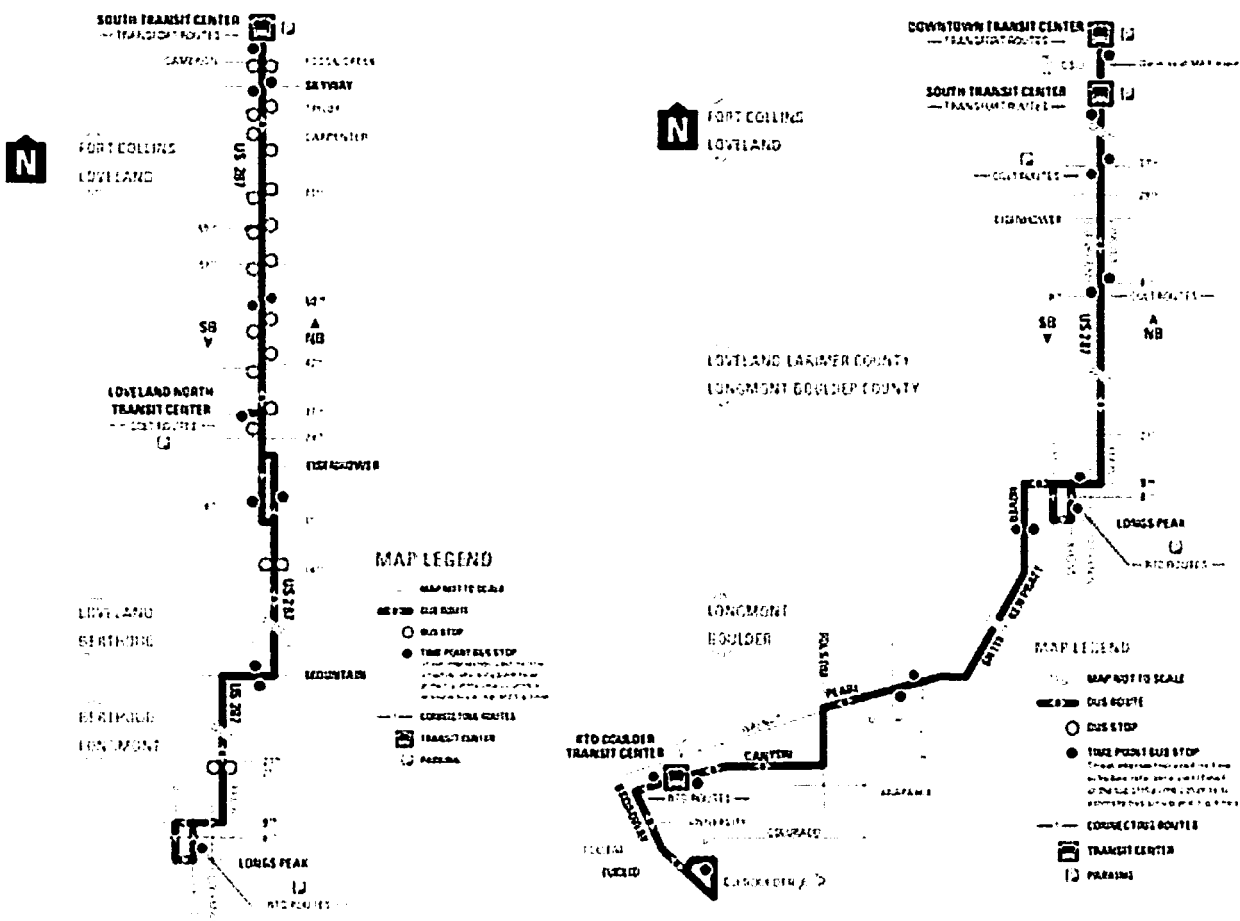
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### EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Friday (between the cities of Fort Collins and Boulder) and Monday through Saturday (between the cities of Fort Collins and Longmont). No service is provided on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 8 PM
- Frequency of Service: 60

Minutes Service Area Maps:



**EXHIBIT B**

**2025 PARTNER SHARE CALCULATION WITHOUT FASTER FUNDS**

	2023	2024	2025			
Operating Cost	\$ 2,161,806	\$ 2,248,278	\$ 2,338,209			
Fares	N/A	N/A	N/A			
CMAQ Fee to Boulder Enhancement	\$ 225,102	N/A	N/A			
EcoPass Reimbursement	\$ 5,000	N/A	N/A			
FASTER Funding	\$ 200,000	\$ 200,000	\$ -			
CSU Contribution	\$ 63,193	\$ 65,089	\$ 67,041			
Remainder to be split among partners	\$ 1,668,511	\$ 1,983,189	\$ 2,271,168			
	% Passenger Activity (2019, 2021, 2022)	Amount Owed	Less 5307 Contribution	Loveland's Additional FY25 5307 Withheld Amount	Loveland's Amount Owed	
Fort Collins	46.69%	\$ 1,060,467	\$ 831,637			
Loveland	32.32%	\$ 734,115	\$ 630,095	\$ 315,047	\$ 315,047	
Longmont	7.28%	\$ 169,433				
Boulder County	6.25%	\$ 142,056				
City of Boulder	5.23%	\$ 118,699				
Berthoud	2.22%	\$ 50,419	\$ 39,304			
<b>Total</b>		<b>\$ 2,271,168</b>				
	% TMA Service Area Population	\$				
Fort Collins UZA 5307 Breakdown		\$ 350,000				
Fort Collins	65.38%	\$ 228,830				
Loveland	29.72%	\$ 104,020				
Berthoud	4.89%	\$ 17,155				
*highlight = total owed by partner						

**2025 PARTNER SHARE CALCULATION WITH FASTER FUNDS**

	2023	2024	2025			
Operating Cost	\$ 2,161,806	\$ 2,248,278	\$ 2,338,209			
Fares	N/A	N/A	N/A			
CMAQ Fee to Boulder Enhancement	\$ 225,102	N/A	N/A			
EcoPass Reimbursement	\$ 5,000	N/A	N/A			
FASTER Funding	\$ 200,000	\$ 200,000	\$ 200,000			
CSU Contribution	\$ 63,193	\$ 65,089	\$ 67,041			
Remainder to be split among partners	\$ 1,668,511	\$ 1,983,189	\$ 2,071,168			
	% Passenger Activity (2019, 2021, 2022)	Amount Owed	Less 5307 Contribution	Loveland's Additional FY25 5307 Withheld Amount	Loveland's Amount Owed	
Fort Collins	46.69%	\$ 967,082	\$ 738,252			
Loveland	32.32%	\$ 669,469	\$ 565,449	\$ 282,724	\$ 282,724	
Longmont	7.28%	\$ 160,847				
Boulder County	6.25%	\$ 129,546				
City of Boulder	5.23%	\$ 108,246				
Berthoud	2.22%	\$ 45,979	\$ 28,864			
<b>Total</b>		<b>\$ 2,071,168</b>				
	% TMA Service Area Population	\$				
Fort Collins UZA 5307 Breakdown		\$ 350,000				
Fort Collins	65.38%	\$ 228,830				
Loveland	29.72%	\$ 104,020				
Berthoud	4.89%	\$ 17,155				
*highlight = total owed by partner						



## Certificate Of Completion

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Signatures: 10

Envelope Originator:

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Initials: 0

Michelle Gomez

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350 Kimbark St.

Envelope Stamping: Enabled

Longmont, CO 80501

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michelle.gomez@longmontcolorado.gov

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michelle.gomez@longmontcolorado.gov

## Signer Events

Cristi Campbell

cristi.campbell@longmontcolorado.gov


Legal Administrator Paralegal

City of Longmont

Security Level: Email, Account Authentication (Optional)

## Signature

Signed by:



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Christopher Robbie

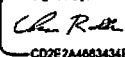
christopher.robbie@longmontcolorado.gov

Assistant City Attorney II

City of Longmont

Security Level: Email, Account Authentication (Optional)

Signed by:



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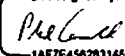
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Phil Greenwald

phil.greenwald@longmontcolorado.gov

Security Level: Email, Account Authentication (Optional)

DocuSigned by:



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Mayor Pro Tem Susie Hidalgo-Fahring

susie.hidalgo-fahring@longmontcolorado.gov

Security Level: Email, Account Authentication (Optional)

Signed by:



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Signature Adoption: Pre-selected Style

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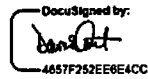
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**Signer Events**

Dawn Quintana  
 dawn.quintana@longmontcolorado.gov  
 City Clerk  
 City of Longmont  
 Security Level: Email, Account Authentication  
 (Optional)

**Signature**



Signature Adoption: Uploaded Signature Image  
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**Agent Delivery Events**

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**Intermediary Delivery Events**

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**Envelope Summary Events**

**Status**

**Timestamps**

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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, COSIPA OBO City of Longmont (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact COSIPA OBO City of Longmont:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [valerie.scott@longmontcolorado.gov](mailto:valerie.scott@longmontcolorado.gov)

**To advise COSIPA OBO City of Longmont of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [valerie.scott@longmontcolorado.gov](mailto:valerie.scott@longmontcolorado.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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