

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARDS OF
COUNTY COMMISSIONERS OF ALAMOSA COUNTY, COLORADO AND
HUERFANO COUNTY, COLORADO REGARDING VETERANS'
TRANSPORTATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the BOARD OF COUNTY COMMISSIONERS OF ALAMOSA COUNTY, COLORADO, a political subdivision of the State of Colorado (referred to hereinafter as “Alamosa County”), and the BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO, a political subdivision of the State of Colorado (referred to hereafter as “Huerfano County.”)

RECITALS

A. Alamosa County and Huerfano County have authority to act cooperatively and also have the authority and capacity to enter into this Agreement pursuant to C.R.S. §29-1-201 *et seq.* and Article XIV, § 18 of the Colorado Constitution.

B. C.R.S. §28-5-801 *et seq.*, requires each county within the State of Colorado to establish a veteran’s service office to *inter alia* “assist any resident of the state of Colorado who is a veteran... with any other benefits which such person may be entitled.”

C. Alamosa County and Huerfano County are adjacent counties and as such may act jointly to provide services to its veterans.

D. In an effort to save costs and to provide more reliable transportation services to the veterans they serve, Alamosa County and Huerfano County have determined it to be in their best interest to enter into an agreement to arrange for transportation services under the following agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. Services Provided: Alamosa County shall provide transportation services to veterans being served by the Huerfano County veterans service office under the following scenarios subject to available space:

- a. If Alamosa is transporting a veteran from Alamosa to the VA facilities in Denver, Colorado Springs or Pueblo, then Alamosa may transport a Huerfano veteran subject to seating availability. The cost of said transportation shall be based on the round-trip mileage from Walsenburg to the location as set forth in the fee rate below.
- b. If Alamosa does not have a veteran going to the VA facilities in Denver, Colorado Springs or Pueblo, then Alamosa may transport a Huerfano veteran. The cost of said transportation shall the round-trip mileage from Alamosa to the location. If more than one Huerfano veteran is transported,

and both are going to the same location, the costs shall be the same as if transporting one veteran. If veterans are transported to different locations the cost shall be based on the round-trip mileage from Alamosa to each VA facility.

2. Fee: Huerfano County shall compensate Alamosa County at a rate of \$0.22/mile or the IRS Medical mileage rate as amended, whichever is higher. Alamosa County will invoice Huerfano county on a monthly basis based on the transports provided and using the established chart below. Invoices shall be paid within thirty (30) days of receipt.

Beginning	Ending	Mileage one way	Round Trip Charge
Alamosa	Denver	221	97.00
Alamosa	Colorado Springs	166	73.00
Alamosa	Pueblo	123	54.00
			-
Walsenburg	Denver	162	71.00
Walsenburg	Colorado Springs	92	40.00
Walsenburg	Pueblo	49	22.00

3. Scheduling and Pick-up: The following procedures shall be followed fir the scheduling and pickup of Huerfano veterans:

- a. Alamosa will pick up veterans in La Veta, CO at a mutually agreeable location, or at Safeway, located in Walsenburg, CO
- b. Veterans must make arrangements for transportation services by contacting the Alamosa County Veterans Transportation Director (VTD Mike Lopez at (719) 567-5181 or (719) 850-1629 (c)). Message are checked daily. Typical office hours are Mon from 8am – 10am; and Tue & Fri. from 9 am – 2 pm.
- c. Veterans must be able to move themselves from a wheelchair to the car and back if they are in a wheelchair. We do not have wheelchair accessible vehicles.
- d. We cannot transport veterans who are on oxygen unless they use a concentrator.
- e. Transportation services are not guaranteed and are available on a first come first served basis and are subject to seating availability
- f. Transportation services should be requested at least two (2) weeks in advance along with proof of appointment.
- g. Requests for transportation and required documentation may be emailed to veteranscheduling@alamosacounty.org

4. Term: The terms of this Agreement shall be for a period of two (2) years. However, Huerfano County may elect to renew this Agreement for an additional two (2) year period by giving prior written notice to Alamosa County at least ninety (90) days

before the expiration of the initial term. This Agreement may be cancelled or terminated by either party upon thirty (30) days' advance written notice. Upon termination of the Agreement, each party shall be released from all further liability and obligations hereunder except as set forth in Paragraph 6 below.

5. Status of Parties: The parties agree that the status of Alamosa County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Alamosa County is an officer, employee, loaned employee, or agent of Huerfano County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. The parties further agree that the status of Huerfano County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Huerfano is an officer, employee, loaned employee, or agent of Alamosa County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. Each party acknowledges that it remains fully responsible for any and all obligations as the employer of its officers or other personnel, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance, or contract.

6. Insurance: The parties are public entities within the meaning of the Colorado Governmental Immunity act (CGIA), section 24-10-101, et seq., C.R.S., as amended. The parties agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Therefore, at all times during the term of this Agreement, including any renewals or extensions, the parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet Liability, Commercial General Liability and Auto Liability. The parties agree to name each other and their elected and appointed officials, employees and volunteers as additional insureds on their liability insurance relating to provision of services under this agreement. This obligation shall survive the termination of this Agreement for a period of six (6) years.

7. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Contract is a writing: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.

- a. Each Notice shall be addressed to the appropriate person at the receiving Party ("Addressee") at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

- b. Notice hereunder is only effective if the requirements of this Section have been strictly fulfilled, and Notice was actually received by the Addressee.
- c. If a Notice that otherwise fulfills the requirements of this Section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

For Huerfano County:	For Alamosa County:
Destry DeWolf Huerfano Veterans Service Officer 401 Main Street, Suite 303 Walsenburg, CO 81089 Ph: 719 -738-3000 Ext 838 Fax: 719 - Email: ddewolf@hueranfo.us Carl Young Huerfano County Manager 401 Main Street, Suite 302 Walsenburg, CO 81089 Ph: 719-738-3000 Ext 110 Fax: 719- Email: administrator@huerfano.us	Bill Brown Alamosa Veterans Service Officer 8999 Independence Way Alamosa, CO 81101 Ph: (719) 589-1109 Fax: (719) 589-1900 Email: bbrown@alamosacounty.org Roni Wisdom Alamosa County Administrator 8900-A Independence Way Alamosa, CO 81101 Ph: (719) 589-4848 Fax: (719) 587-5207 Email: rwisdom@alamosacounty.org

8. General Provisions:

- a. The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Huerfano, State of Colorado.
- b. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- c. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

- d. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.
- e. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement.
- f. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.
- g. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- h. Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- i. Each Party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.
- j. The captions of this Agreement are for convenience only, are not part of the Agreement, and do not in any way limit or amplify its terms and provisions.
- k. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- l. This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
ALAMOSA COUNTY, COLORADO

Deputy Clerk to the Board

Michael Yohn, Chair

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HUERFANO COUNTY, COLORADO

Deputy Clerk to the Board

, Chair

ALAMOSA COUNTY VETERANS SERVICE OFFICER

HUERFANO VETERANS SERVICE OFFICER
