

INTERGOVERNMENTAL AGREEMENT FOR THE WELD COUNTY ON-DEMAND
TRANSIT PROGRAM TO OPERATE IN THE TOWN OF JOHNSTOWN IN ORDER TO
PROVIDE SERVICE FOR RESIDENTS OF THE TOWN

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the Town of Johnstown, a municipality of the State of Colorado, whose address is 450 S. Parish Ave, Johnstown, Colorado 80534, hereinafter referred to as “Town of Johnstown” or “Johnstown,” and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is 1150 O Street, P.O. Box 758, Greeley, Colorado 80632, hereinafter referred to as “County.” The parties hereto may also be referred to herein collectively as “the Parties.”

WITNESSETH:

RECITALS

WHEREAS, by Resolution dated August 9, 2022, the North Front Range Metropolitan Planning Organization (NFRMPO) Planning Council awarded Weld County Multimodal Transportation and Mitigation Options Funds (MMOF) vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service, and

WHEREAS, on behalf of the NFRMPO, Weld County collectively contracts the transit bus in one contract to assist the Town of Johnstown, and

WHEREAS, Weld County has contracted services with Via Mobility for the operation of one bus being in operation for 50 hours per week, with 40 of the hours being in-service time, and

WHEREAS, Weld County will operate the service for two years, or until funding is depleted, and

WHEREAS, Weld County entered into an IGA with the Colorado Department of Transit and Rail which grants the County \$342,900 in MMOF funding for the on-demand transit program, and

WHEREAS, Weld County will contribute up to \$56,680.89 in local match for the on-demand transit program, and

WHEREAS, the local match for Johnstown is estimated to be \$48,473.40, which will be paid to Weld County as a reimbursement of the on-demand transit service.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

Weld County agrees as follows:

1. Weld County will oversee the on-demand transit program operated by Via Mobility. Via Mobility will operate on-demand transit service for individuals aged 60 and up, as well as individuals with a disability, in the service area, which includes the Town of Johnstown. Contractor will operate one bus, 50 hours per week, of which 40 hours per week will be "In service". In Service Hours are weekdays 8:00 AM to 4:30 PM. Via Mobility will provide transportation services to destinations in the defined service area at no cost for the rider. Via Mobility will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq. shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. Via Mobility will maintain, adequate insurance at all times during the term of this Agreement.
2. Weld County will provide local match for the program up to \$56,680.89.

Johnstown agrees as follows:

1. Johnstown will provide a local match for their portion of the program upon being invoiced by Weld County. Local match is estimated to be \$48,473.40. Johnstown shall make the local match payment to Weld County as follows: (i) fifty-percent (50%) shall be paid within fifteen (15) days of receipt of an invoice from the County subsequent to execution of this Agreement and (ii) fifty-percent (50%) shall be due on or before January 31, 2024 subsequent to receipt of an invoice from the County. If the local match payment is not fully expended during the term of this Agreement, the County shall reimburse the payment to Johnstown on a pro-rata basis.

- I. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.

- II. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

- III. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2023.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chairman
Board of County Commissioners
of the County of Weld

ATTEST:

TOWN OF Johnstown, a municipality
of the State of Colorado

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor