

**PROFESSIONAL SERVICES AGREEMENT BETWEEN WELD COUNTY AND
CONTRACTOR SERVICES FOR SERVICE IN THE NORTH FRONT RANGE
TRANSPORTATION PLANNING ORGANIZATION REGION**

This **PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)** is made as of July 24, 2023, by and between the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of Weld County, whose address is P.O. Box 758, 1150 O Street, Greeley, CO (“County”), and Via Mobility, a non-profit, whose address is 2855 N. 63rd Street, Boulder, CO 80301 (“Contractor”). The County and Contractor may be referred to herein collectively as “the Parties.”

WITNESSETH:

WHEREAS, County desires to retain Contractor as an independent contractor to perform services as more particularly set forth below, and

WHEREAS, Contractor has the time available to timely perform the services, and is willing to perform the services according to the terms of this Agreement.

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

1. **Engagement of Contractor.** County hereby retains Contractor, and Contractor hereby accepts engagement by County upon the terms and conditions set forth in this Agreement.
2. **Term.** The term of this Agreement shall be from the day of execution of this Agreement to and until until December 31, 2024, or sooner if funding is expended. This Agreement may be extended through written consent of the Parties.
3. **Services to be Performed.** Contractor will operate on-demand transit service for individuals 60 years of age or older, and/or persons with disability, in the service area, which is shown on the attached Exhibit “A.” Contractor will operate in Johnstown municipal limits (in both Larimer County and Weld County) and unincorporated Weld County (in the defined service boundary shown in Exhibit “A”). 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. Contractor will provide transportation services to destinations in the defined service area at no cost for the rider. Contractor 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. Contractor will provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Contractor shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to County upon request. Contractor shall obtain and maintain, adequate insurance at all times during the term of this Agreement.

4. **Compensation.** County will compensate Contractor at \$90.00 per hour for the bus, up to 50 hours per week. Total program budget is not to exceed \$457,200.00. County will work with the Contractor to gather any information needed to comply with required federal reporting by Contractor. County will adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 “Non-Federal Share;” and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered. County will only allow payment to Contractor for eligible expenses that are incurred within the period of performance of this agreement.
5. **Additional Work.** No additional work pursuant to this Agreement shall occur unless approved by the Parties.
6. **Independent Contractor.** Contractor agrees that Contractor is an independent contractor and that neither Contractor nor Contractor’s agents or employees are, or shall be deemed to be, agents or employees of the County for any purpose. Contractor shall have no authorization, express or implied, to bind the County to any agreement, liability, or understanding. The parties agree that Contractor will not become an employee of County, nor is Contractor entitled to any employee benefits from County as a result of the execution of this Agreement.
7. **Reporting.** Contractor will invoice County on a monthly basis for reimbursement. Contractor will provide County a monthly report with all relevant ridership data. In addition to any reports required, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the County not later than twenty Business Days following the end of each calendar quarter. Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period of five years following the date of submission of the final expenditure report. Contractor will provide documentation for any SLFRF fund reporting requirements.
8. **Insurance.** Contractor shall maintain insurance and strictly adhere to the following insurance related requirements as follows:
 - a. **Commercial General Liability Insurance.** Contractor shall furnish to County a certificate of insurance for commercial general liability upon notification of award. The commercial general liability insurance policy shall, at a minimum, include coverage for property damage and bodily injury covering injuries to Contractor, Contractor’s employees, riders, general public, or volunteers, arising out of Contractor’s activities.

The comprehensive general liability insurance shall be in the following minimum amounts:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Contractor's comprehensive general liability insurance policy or certificate of insurance shall be issued to include Weld County, its Officers, Employees and Volunteers, as an additional named insureds and the policy or certificate of insurance shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested. Contractor agrees that Contractor's comprehensive general liability insurance shall be the primary coverage for any and all losses or injuries resulting from Contractor's activities pursuant to this Agreement. Performance shall not commence under this Agreement until Contractor has submitted to the County and received approval thereof.

- b. Contractor agrees to maintain automobile liability insurance as required by Colorado State statutes for all automobiles associated with performance of the Contractor's obligations under this Agreement. Where applicable, Contractor further agrees to maintain Workers' Compensation Insurance as required by Colorado State statutes.
 - c. All insurers of Contractor must be licensed or approved to do business in the State of Colorado.
 - d. Any and all deductibles contained in any insurance policy referred to in this Agreement shall be assumed solely by, and at the sole risk, of Contractor.
 - e. At any time during the term of this Agreement, the County may require Contractor to provide proof of the insurance coverage or policies required herein. Upon failure of Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the County's election, may be immediately declared suspended, discontinued, or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with any of the Contractor's indemnification obligations.
9. **Termination.** Either party may terminate this Agreement at any time by providing the other party with a 60-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. In the event of an early termination, Contractor shall be paid for work performed up to the time of notice and County shall be entitled the use of all material generated pursuant to this Agreement.
10. **Non-Assignment.** Contractor may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of County.

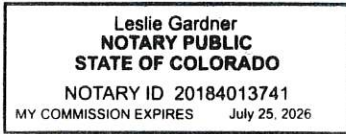
11. **Access to Records.** County shall have access to Contractor's financial records as they relate to this Agreement for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for at least five years after final payment hereunder.
12. **Time of Essence.** Time is of the essence in each and every provision of this Agreement.
13. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.
14. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be mailed or delivered to the other party at that party's address as stated above.
15. **Compliance.** This Agreement and the provision of services hereunder shall be subject to the laws of Colorado and be in accordance with the policies, procedures, and practices of County.
16. **Non-Exclusive Agreement.** This Agreement is non-exclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.
17. **Certification.** Contractor certifies that Contractor is not an illegal immigrant, and further, Contractor represents, warrants, and agrees that it has verified that Contractor does not employ any illegal aliens. If it is discovered that Contractor is an illegal immigrant, employs illegal aliens or subcontracts with illegal aliens, County can terminate this Agreement and Contractor may be held liable for damages.
18. **Entire Agreement/Modifications.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.
19. **Funding Contingency.** No portion of this Agreement shall be deemed to create an obligation on the part of County to expend funds not otherwise appropriated or budgeted for.
20. **No Conflict.** No employee of Contractor nor any member of Contractor's family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations, or authorizes funding to Contractor.

21. **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.
22. **Governmental Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess.
23. **No Third-Party Beneficiary.** 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.
24. **Authority to Contract.** County and Contractor each represents that it has the full right and authority to enter into this Agreement.
25. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado and the rules and regulations issued pursuant thereto. Any provision included in this Agreement which conflicts with said laws, rules, and regulations shall be null and void; any provision of the Agreement rendered null and void by the operation of this provision shall not invalidate the remainder of the Agreement, to the extent capable of execution. Both Parties agree to comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Venue shall be in the County of Weld.
26. **Binding Arbitration.** The Parties do not agree to binding arbitration by any extra-judicial body or person to resolve any conflicts under this Agreement.
27. **No Partnership, Joint Venture or Employment Relationship.** Nothing in this Agreement shall be deemed to create a partnership, joint venture or employment relationship between Contractor and the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CONTRACTOR:

VIA MOBILITY



By: [Signature]
Title: Chief Executive Officer

SUBSCRIBED AND SWORN to before me this 24 day of July, 2023.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: July 25, 2026

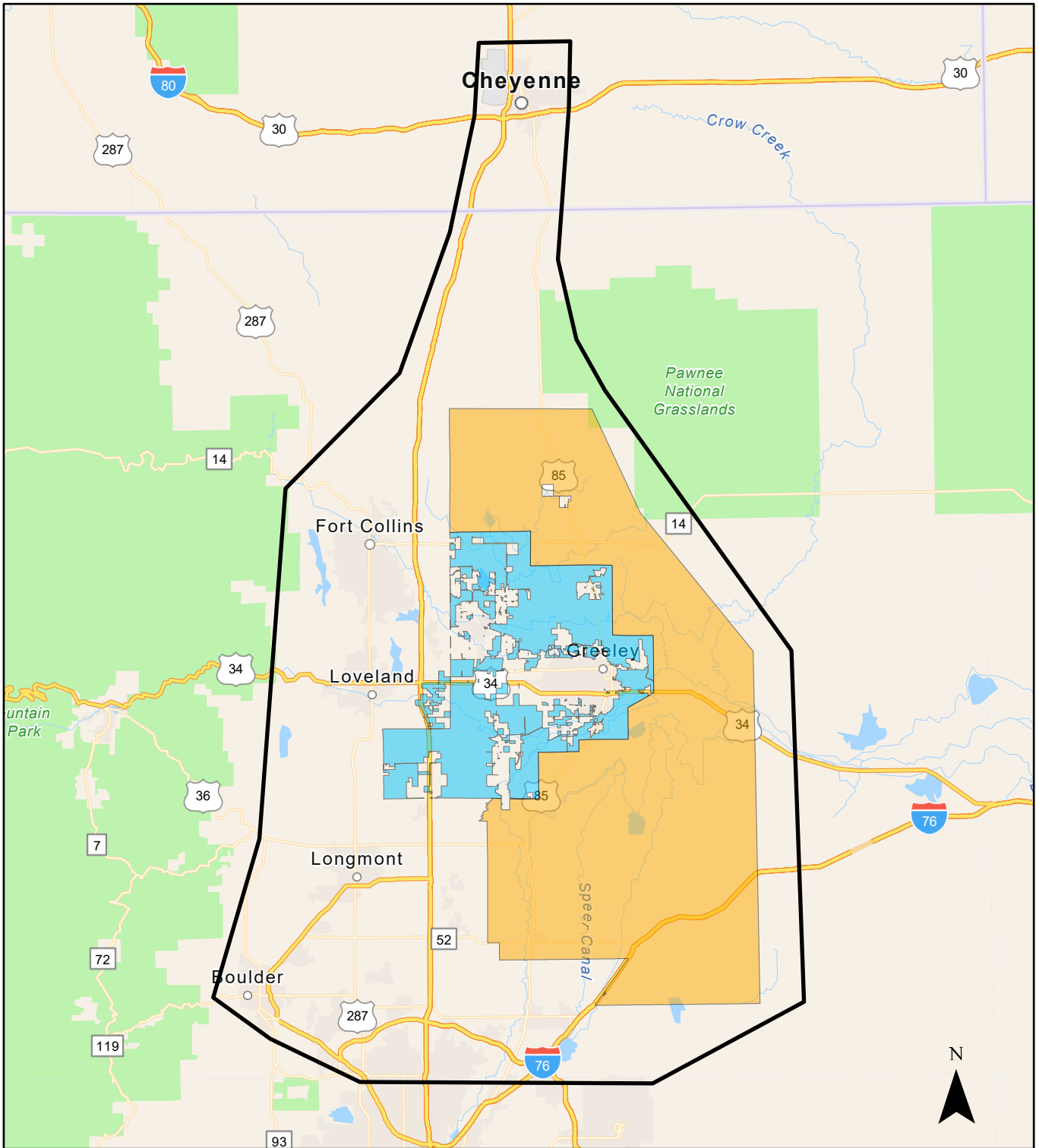
ATTEST:
CLERK TO THE BOARD

BOARD OF COUNTY
COMMISSIONERS OF WELD COUNTY

By: _____
Deputy Clerk to the Board




By: _____
Mike Freeman, Chair

Exhibit A



Weld County On-Demand Transit Service Service Area



-  UFRTPR Via
-  NFRMPO Via
-  Destination Boundary

