REVISED INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES IN UNINCORPORATED GARFIELD COUNTY AND TO NON-MEMBER MUNICIPALITIES

THIS AGREEMENT is made and entered as of January 1, 2020, by and between the ROARING FORK TRANSPORTATION AUTHORITY ("RFTA") and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO, ("the County" or "BOCC") (together, "the Parties").

RECITALS

A. RFTA is a regional transportation authority created pursuant C.R.S. § 43-4-601 *et seq.*

B. The County is a body politic and corporate of the State of Colorado whose powers are exercised by the BOCC pursuant to C.R.S. §§ 30-5-125 and 30-11-103.

C. The Parties are authorized to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other pursuant to Section 18(2)(a) and (2)(b) of Article XIV and Section 2 of Article XI of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*

D. The Parties are further authorized to contract and cooperate with one another to develop, maintain and operate mass transit systems pursuant to the provisions of C.R.S. §§ 30-11-101(1)(£) and (1)0) and C.R.S. 43-4-605, as amended.

E. The County is not currently a member of RFTA but has partnered with RFTA in numerous ways, including providing financial support to help fund regional bus services and trails.

F. Since at least 2008, the County has partnered with RFTA to help fund public bus service along the Grand Hogback corridor between the cities of Rifle, New Castle and Glenwood Springs, serving the Town of Silt and parts of unincorporated Garfield County (the "Grand Hogback Corridor").

G. The County desires to continue to provide financial support for the Grand Hogback Corridor public bus service for 2020 pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the understanding of the Parties and terms of agreement with respect to the provision of transit services by RFTA to the citizens of and visitors to Garfield County and the non-RFTA member jurisdictions therein.

2. **Transit Services.**

A. State Highway 82/Roaring Fork River Corridor. The County hereby consents to RFTA providing transit services to visitors and inhabitants of Garfield County on or along the State Highway 82 corridor, providing service stops at Catherine Store (CR 100), the Ranch at Roaring Fork, CMC Road (CR 154) and Buffalo Valley. Additional Service stops in this corridor may be permitted through written agreement of the parties.

B. Grand Hogback Corridor. Due to COVID-19, the Grand Hogback bus service schedule has changed approximately six times during 2020. RFTA anticipates the current schedule attached at **Exhibit** A should remain in effect for the balance of 2020. The County further consents to RFTA providing bus service to the Cottonwood Mobile Home Park as the sole stop along the Grand Hogback Corridor in unincorporated Garfield County. Additional service and additional stops may be agreed upon through future written agreement of the parties.

3. **Public Input Regarding Service Plan.** RFTA, through its Board of Directors, Chief Executive Officer, and Management Staff, shall take appropriate means to elicit public input regarding its policies and procedures, its service plan, rate structure, level of service, routing and other matters affecting the delivery of public bus service to residents and visitors of the County. In furtherance of this objective, to the extent not contrary to law, the County shall be entitled to appoint one (1) County Commissioner to the RFTA Board of Directors in a non-voting advisory role.

4. **Financial Support.** RFTA estimates that the total operating cost to provide Grand Hogback commuter bus service for 2020 at service levels provided throughout the year will be One Million Eight Hundred and Thirty-Eight Thousand Two Hundred and Eight Dollars ($1,838,208.00). As a result, RFTA has requested, and the BOCC has agreed to contribute, **Seven Hundred Sixty Thousand Two Hundred Forty Dollars ($760,240.00)** to the Grand Hogback service costs for 2020. The BOCC has budgeted and appropriated this amount for payment in 2020. The amount paid pursuant to this Agreement will be utilized for the purpose of providing transit service in the Grand Hogback Corridor for 2020. The County will remit to RFTA, in equal quarterly installments, payment within thirty (30) days of receipt of an invoice from RFTA for such quarterly payment.

5. **Time of Performance.** The transit services along the Grand Hogback Corridor shall be provided by RFTA commencing on January 1, 2020, no matter the date of execution of this Agreement.

6. **Reduction in Grand Hogback Corridor Public Bus Service.** If, during the term of this Agreement, RFTA decreases the level of the Grand Hogback public bus service from that which is comparable to the service levels set forth in **Exhibit** A, the County, at its sole discretion, may reduce the amount set forth above as payment to RFTA on a pro rata basis or may terminate this Agreement within thirty (30) days of written notice to RFTA. In either event, RFTA's decision to change service levels or fares along the Grand Hogback Corridor is not a breach of this Agreement or of any

obligation to the County, and no prior permission or agreement with the County is required.

7. **Insurance and Indemnification.** To the extent permitted by Colorado law, RFTA shall defend, hold harmless and indemnify the County from and against any injury, claim or damage to any third party arising out of or in connection with RFTA's operations under this Agreement. The County shall be added as an additional named insured on RFTA's errors and omission and general liability policies and provide the County with evidence of such insurance coverage. Nothing herein is intended or shall be construed to constitute a waiver on the part of RFTA or the County of the provisions of C.R.S. § 24-10-101, as amended, otherwise known as the Colorado Governmental Immunity Act.

8. **Termination.**

A. Termination for Convenience. Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party.

B. Termination for Breach. Either Party may terminate this Agreement for breach of the terms and conditions set forth herein if thirty (30) days' notice of breach has been provided to the other Party and that Party has failed to correct the alleged deficiency within that time frame.

9. **Entire Agreement.** This Agreement supersedes and controls all prior written and oral agreements and representation of the Parties. To the extent this Agreement is inconsistent with prior written and oral agreements, the Agreement set forth herein shall control, supersede and constitute the entire agreement of the Parties.

10. **Amendments and Modifications.** This Agreement shall not be amended or modified except by written agreement of the Patties.

11. **No Assignment.** RFTA may not assign any of its obligations under this Agreement without the written consent of the County.

12. **Captions.** The captions and headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

13. **Binding Effect.** This Agreement shall be recorded with the Clerk and Recorder of Garfield County, shall be binding upon and inure the benefit of the Parties hereto and their respective successors.

14. **Invalid Provision.** If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the

Intention of the Parties that, if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, the other of which would render the provision valid, and then the provision shall have the meaning which renders it valid.

15. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligations contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

16. **Survival.** All rights concerning remedies shall survive any termination of this Agreement.

17. **Authority.** Each person signing this Agreement represents and warrants that person is fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which, when taken together, shall be deemed on and the same instrument. Facsimile or photocopy signature copies of, or on behalf of, any party to this Agreement, or any subsequent modifications hereto, shall be effective for all purposes, including delivery, as an original.

19. **Notices.** All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth herein. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Any party by notice so given may change the address to which future notices shall be sent.

Notice to RFTA:	Dan Blankenship Roaring Fork Transportation Authority 2307 Wulfsohn Road Glenwood Springs, CO 81601 Telephone: (970) 925-8484
Notice to the County:	Kevin Batchelder, County Manager Garfield County, Colorado 108 8th Street, Suite 101 Glenwood Springs, CO 81601 Telephone: (970) 945-5004

IN WITNESS WHEREOF, the Parties have executed duplicate originals of this Agreement.

ATTEST:

ROARING FORK
TRANSPORTATION AUTHORITY

_____
Nicole Schoon, Secretary to the Board

By: _____
Art Riddile, Chairman, RFTA Board

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO

_____
Jean Alberico, Clerk of the Board

By:_____
John Martin, Chairman