

AGREEMENT FOR EXTENDED TRANSIT SERVICES TO THE SALT CREEK NEIGHBORHOOD

THIS AGREEMENT is entered into with an effective date of January 1, 2021, by and between the County of Pueblo, a body corporate and politic, acting by and through s Board of Commissioners (hereinafter referred to as “County”) and the City of Pueblo, a Municipal Corporation (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, pursuant to its home rule authority and the authority granted by statute, including but not limited to C.R.S. § 31-15-711(1)(g), the City is authorized to develop, maintain and operate mass transit systems, either individually or jointly with any other government, and pursuant to that authority the City is maintaining and operating a mass transit system within the corporate boundaries of the City; and

WHEREAS, the County is authorized by virtue of C.R.S. § 30-11-101(1)(f) to develop, maintain and operate mass transit systems either individually or jointly with any government; and

WHEREAS, the City and the County may contract with one another to provide a mass transit system of the type deemed needed by the citizens of and visitors to the area pursuant to authority in C.R.S. §§ 30-11-101(1)(f) and 31-15-711(1)(g) as implemented by C.R.S. § 29-1- 201, *et seq.*; and

WHEREAS, the City and County have previously entered contracts to provide a mass transit system including most recently the January 1, 2020 Agreement for Extended Transit Services to the Salt Creek Neighborhood (“Prior IGAs”); and

WHEREAS, the City, at the request of the County, is willing to continue to develop, maintain and operate said system incorporating and including service to and from the Salt Creek neighborhood within the geographic boundaries which are under the jurisdiction of the County and outside the corporate boundaries of the City; and

WHEREAS, the City and the County do jointly desire to provide this service as herein established under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. OPERATION OF MASS TRANSIT SYSTEM.

(a) Subject to the terms and conditions set forth herein, the City and the County agree to operate a joint mass transit system by bus within the Salt Creek neighborhood located within the unincorporated area of Pueblo County, Colorado (hereinafter referred to as the “System”). The parties agree that the City will be the sole manager and operator of the System herein established. In managing and operating the System, the City shall have the right to utilize all of the roads, highways and rights of way of the County capable of safely handling buses without charge therefor by the County. The

fixed routes for the System, shall be established by the City in its sole judgment and discretion.

(b) The parties recognize and acknowledge that the City has for many years separately operated an urban mass transit system serving the residents and transportation needs of the City and its residents. The operation of the urban mass transit system within the corporate boundaries of City shall remain separate and not subject to any provisions of this Agreement. The operation of the joint System pursuant to this Agreement is intended to authorize expansion of the City transit system beyond the City's corporate boundaries in unincorporated areas of Pueblo County, consistent with maintaining the existing level of urban mass transit service, the availability of buses, personnel and support systems, the need for service beyond City's corporate boundaries, fare and subsidy revenues available for service beyond City's corporate boundaries, and contractual and regulatory limitations arising from City's receipt of federal financial assistance for mass transit. The determination of the appropriateness for and degree of such expansion of the transit system, if any, shall be made by the City in its sole judgment and discretion.

(c) In developing, operating and maintaining the System, the City will use its buses, personnel, contractors, support systems, management and administrative systems.

2. REVENUE AND EXPENDITURES.

(a) The parties agree that reasonable charges or fares may be assessed and collected from persons utilizing the System established within the scope of this Agreement. The decision as to the amount of such fares and to any rules and regulations in connection with such System shall be made by the City. All revenues derived from any such fares or charges shall be and remain property of the City and shall be used to defray the operation and maintenance expenses of the System.

(b) In addition to the foregoing, City may apply for and receive state and federal grants and other financial assistance for purposes of acquiring property for use in or in conjunction with the System, and for purposes of subsidizing operation, maintenance and administrative expenses of the System. All such grants and assistance shall become and remain the property of the City, and City shall be responsible for compliance with all contractual and regulatory requirements associated with receipt of such grants and assistance.

(c) City may, but shall not be required to, provide additional City funds for capital improvements benefitting the System, acquiring or leasing property for use in conjunction with the System, or for subsidizing the operation, maintenance and administrative expenses of the System. The decision concerning whether to provide such additional City funds shall at all times remain vested in the City Council of City whose decision thereon shall be conclusive.

(d) The County shall be required to provide County funds for subsidizing the operation, maintenance and administrative expenses of the System. For the initial year of this Agreement, the County shall pay the City the amount of Sixty-Eight Thousand and Five Hundred Dollars (\$68,500.00) to subsidize the operation, maintenance and administrative expenses of the System ("County Subsidy"). The County Subsidy shall increase by three percent (3%) each year thereafter for the duration of this Agreement. The County shall pay the County Subsidy to the

City on a quarterly basis. Nothing in this paragraph is intended to modify the authority of City to establish such fixed routes as it deems appropriate in its sole judgment and discretion.

3. NO IMPAIRMENT OF EXISTING CONTRACTS.

Nothing in this Agreement is intended to alter, amend, modify or impair any existing contract entered into by the City concerning operation of the City's separate transit system or the System, including but not limited to any binding collective bargaining agreement and any agreement with the Pueblo Transportation Company.

4. LIABILITY AND INSURANCE.

As between City and County, City (as the manager and operator of the System) agrees to assume the risk of personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the operation of the System or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

5. NOT GRANT OF FRANCHISE.

The establishment of this Agreement shall not be construed as an exclusive grant or franchise prohibiting similar grants, franchises or agreements pertaining to mass transit systems or other common carriers operating within the territorial jurisdiction of either the City or County.

6. TERM.

The term of this Agreement shall be for a period of five (5) years; provided, however, that same may be cancelled and terminated upon one hundred eighty (180) days advance written notice by either party to the other, in which case each party shall be released from all further liability and obligations hereunder except for (a) liabilities and obligations specifically incurred by the party under a separate written contract or other instrument, (b) obligations and liabilities imposed by operation of law, and (c) liabilities and obligations arising from leases entered into at the specific request of the party as a condition for provision of funding.

7. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, disability or age. City shall endeavor to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, sexual orientation, disability or age.

8. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. City and County hereby release one another from any claims arising from the Prior IGAs. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the City and County.

9. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written and under laws of the State of Colorado.

ATTEST:

By: 
Clerk to the Board

COUNTY OF PUEBLO

By: 
Chair, Board of County Commissioners
Date: 12/7/21

ATTEST:

By: _____
City Clerk

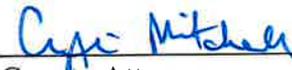
CITY OF PUEBLO
A Municipal Corporation

By: _____
Mayor
Date: _____

[S E A L]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
County Attorney

By: _____
City Attorney