2022 GLENWOOD SPRINGS AMERICANS WITH DISABILITIES ACT COMPLEMENTARY PARATRANSIT SERVICE AGREEMENT WITH THE ROARING FORK TRANSPORTATION AUTHORITY

THIS COMPLEMENTARY PARATRANSIT SERVICE AGREEMENT (hereinafter "Agreement') is between the City of Glenwood Springs, Colorado, a Colorado home rule city (hereinafter "Glenwood"), and the Roaring Fork Transportation Authority (hereinafter "RFTA″) a political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes.

WITNESSETH

WHEREAS, the Roaring Fork Transportation Authority (RFTA) provides transportation services to Glenwood pursuant to the 2022 Glenwood Springs Transit Service Agreement made effective as of the 1st day of January 2022, which Agreement is incorporated herein by this reference; and

WHEREAS, Glenwood is desirous of reducing traffic congestion throughout the City of Glenwood Springs by providing year-round public transit services for its inhabitants and visitors; and

WHEREAS, the "Ride Glenwood Springs" fixed-route city bus service was implemented on the 22nd of May 1998 to achieve the public mobility goals of Glenwood; and

WHEREAS, the Americans with Disabilities Act of 1990 (hereinafter the "Act") sets forth the requirement for fixed-route public transit operators to provide ADA Complementary Paratransit Services for people with disabilities who cannot access or navigate the fixed-route system during the days and hours of fixed-route operation; and

WHEREAS, the parties desire to provide ADA Complementary Paratransit Services to people with disabilities on at least a "next day" basis during those hours that the Ride Glenwood Springs fixed-route service is operated: and

WHEREAS, the Traveler service, is managed and operated by RFTA pursuant to an Intergovernmental Agreement (IGA) and a 7-Party Memorandum of Understanding (MOU) between Garfield County and RFTA, which Agreements are incorporated herein by reference; and

WHEREAS, based on the cost allocation methodology set forth in the MOU, RFTA defrays the allocated operating cost of the Traveler service provided to Glenwood on an annual basis; and

WHEREAS, Garfield County has established policies that limit the availability of the Traveler's services to only persons who have undergone an assessment to determine whether they have disabilities that preclude their ability to access or navigate the fixed-route service; and

WHEREAS, only persons in Glenwood Springs who have undergone an assessment and for whom it has been determined that their disabilities preclude their ability to access or navigate the fixed-route service are eligible to utilize the Traveler services (herein after "Clients"); and

WHEREAS, all rides provided in Glenwood Springs by the Traveler are classified as ADA Complementary Paratransit Service; and

WHEREAS, the Traveler service, managed and operated by RFTA, has the necessary equipment, personnel, and expertise to provide such ADA Complementary Paratransit Services for Glenwood Springs during the Traveler's normal hours of operation, i.e., 8:00 a.m. until 5:00 p.m. Monday through Friday, holidays excepted; and

WHEREAS, Glenwood is required by the Act to provide ADA Complementary Paratransit Services during the entire span of its Ride Glenwood Springs fixed-route service, which includes days and hours that the Traveler does not operate; and

WHEREAS, this Agreement contemplates that RFTA will ensure that ADA Complementary Paratransit Services will be provided to eligible Clients that reside in Glenwood Springs during the days and hours of operation of Ride Glenwood Springs service, but will be compensated separately for the services provided outside the normal days and hours of Traveler operations, at the amount set forth in this Agreement; and

WHEREAS, procedures are necessary to manage the ADA Complementary Paratransit Service coordination provided by RFTA and the Traveler for Glenwood; and

WHEREAS, pursuant to title 29, Article 1, Part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, Section 6.02 (b) of the RFTA IGA states "The Authority may enter into contracts with any Member or Person for the provision of transit services in the manner and subject to the terms of the contracts;" and

WHEREAS, Glenwood has requested RFTA to operate its ADA Complementary Paratransit Services on its behalf, and RFTA has agreed to do so pursuant to the terms of this Agreement.

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

I.
Statement of Understanding

Glenwood and RFTA understand and agree that ADA Complementary Paratransit Services contemplated by this Agreement are to be provided to eligible Clients within Glenwood Springs during the days and hours of the Ride Glenwood Springs fixed-route operation.

A. The parties also understand that some degree of uncertainty may be involved in forecasting the demand for ADA Complementary Paratransit Services that fall outside of the Traveler's normal days and hours of operation, however RFTA must be prepared at all times to meet such demand, either by utilizing Traveler personnel and vehicles, or by utilizing RFTA personnel and vehicles. In consideration of RFTA's readiness efforts, Glenwood agrees to pay to RFTA the lump sum, as set forth in III. Cost for Service, below, to cover Client trips provided outside of the Travelers' normal days and hours of operation that are the responsibility of Glenwood due to its ADA Complementary Paratransit Service requirement.

B. In recognition of the potential for disputes, the parties hereby agree to cooperate in good faith at all times and to act promptly to identify and resolve any areas of concern that may arise regarding the provision of the ADA Complementary Paratransit Services contemplated by this Agreement.

II.
Scope of Services

A. The parties desire to provide ADA Complementary Paratransit Services to eligible Clients within Glenwood Springs. Because Glenwood is contracting with RFTA to provide the Ride Glenwood Springs fixed-route service, Glenwood will rely on RFTA and the Traveler to coordinate and provide ADA Complementary Paratransit Services to eligible Clients during the days and hours of the Ride Glenwood Springs fixed-route service operation, whether within or outside of the Traveler's normal days and hours of operation. RFTA will make its best efforts to ensure that Glenwood will comply with ADA Complementary Paratransit Service regulations at all times during the days and hours of the Ride Glenwood Springs fixed-route service operation.

B. RFTA, acting on behalf of Glenwood, will be responsible for providing ADA Complementary Paratransit Services to eligible Clients on at least a "next day" basis. During the Traveler's normal days and hours operation, i.e., from 8:00 a.m. until 5:00 p.m., Monday through Friday, holidays excepted, "next day" basis means that when a Client calls the Traveler between 8:00 a.m. and 4:00 p.m.,

Monday through Thursday, with a request for ADA Complementary Paratransit Service between 8:00 a.m. and 5:00 p.m. on the next day or some subsequent weekday, the Traveler will honor the request. If a Client calls the Traveler between 8:00 a.m. and 4:00 p.m. on a Friday with a request for ADA Complementary Paratransit Service between 8:00 a.m. and 5:00 p.m. on the next Monday or some subsequent weekday, the Traveler will honor the request. ADA regulations do not require service to be provided on the "same day."

C. If the Client is requesting ADA Complementary Paratransit Service for days and times that are outside of the Traveler's normal days and hours of operation, but within the days and hours of the Ride Glenwood Springs fixed-route operation, RFTA will arrange for the ADA Complementary Paratransit Service to be provided on a "next day" basis, either by utilizing Traveler personnel and equipment, or by utilizing RFTA personnel and equipment. Glenwood understands that RFTA reserves the option of contracting for service with local cab service providers if the Client's disability does not require a vehicle with a wheelchair lift and if the cost for doing so is lower than other alternatives.

D. Persons requesting ADA Complementary Paratransit Service from the Traveler must be assessed by RFTA personnel to determine whether they are eligible for the service due to their having a disability that precludes them from accessing or navigating the fixed-route service.

E. The RFTA Paratransit Dispatch number (384-4855) will be advertised as the number for Clients to call who desire Complementary ADA Paratransit Services in Glenwood Springs. Clients can call (970) 384-4855 on any day, before 4 p.m., to request service for the following day. On weekends and holidays, clients may leave a voice message with their requests. Messages are checked at 7 a.m. and 4 p.m. each weekend day or holiday, calls are returned if necessary, and next day service is scheduled. Clients receive an automated call at approximately 5:30 p.m. the day before their scheduled trips to confirm them and this also provides Clients an opportunity to cancel their trips if necessary.

III.
Cost for Service

Glenwood agrees to pay RFTA a total of Thirty Thousand dollars ($30,000) for services provided in this Agreement. This rate will remain in effect until January 1st each year, at which time a revised rate may be incorporated as part of this Agreement. RFTA will submit an invoice for services provided by the Traveler pursuant to this Agreement during the first quarter of each year that this Agreement remains in effect.

IV.
Compliance and Reports

A. RFTA shall comply with the most recent updates to Glenwood's FTA/CDOT approved Title VI Program and post specific Glenwood Title VI/ADA notifications, forms and procedures on vehicles, its website and in public viewing areas.

B. RFTA shall provide Glenwood with the following plans, data, and statistics for the Paratransit Services:

   i. Ridership - Provided monthly
   ii. Cost per trip- Provided yearly after overall Traveler costs are finalized and reallocated to the parties participating in the MOU.
   iii. Telephone or reservation performance call logs - Provided monthly
   iv. Actual field on time arrival performance logs – Provided monthly
   v. Trip completion performance (missed trips) logs – Provided monthly
   vi. Approval process and performance lists (including a regularly updated list of the number of clients approved for ADA paratransit service, the type of approvals granted, the number of requests denied and the number of client appeals) – Provided quarterly
   vii. ADA Paratransit service plan to include the following:
      a. Policies and procedures for the delivery of service
      b. Client eligibility and certification process
      c. Certification types
      d. Fares or donations
      e. Reservation response times
      f. Service delivery response times
      g. Missed trip definitions
      h. Trip denials and appeals process
      i. Qualifying trip service area
      j. Qualifying trip times of day
   viii. ADA paratransit application and guidelines
   ix. ADA paratransit sample letters/templates for unconditional, conditional and no eligibility determinations.
   x. General ADA requirements and procedures to include the following:
      a. Illustration of conformance with alternative formats
      b. Wheelchair securement
      c. Wheelchair lift weight limit limitations
      d. Service animals
      e. Oxygen
      f. Bus operator training requirements as defined by the FTA and ADA

V.
Financial Statements and Audit

Glenwood shall be entitled to cause a CPA of its choice to audit the books and records of RFTA relating to the provision of ADA Complementary Paratransit Services under this Agreement. Such audit shall be at Glenwood's expense, except for reasonable RFTA personnel costs, and may be conducted at any time upon reasonable notice, and from time to time as Glenwood deems proper or may be required by federal or state regulations.

VI.
Passenger Complaints

Every complaint, concern or suggestion concerning the ADA Complementary Paratransit Services provided by RFTA pursuant this Agreement shall be responded to promptly, as reasonably appropriate. RFTA shall maintain a program providing a reasonable opportunity for Clients of the service to render complaints, suggestions, and comments concerning the ADA Complementary Paratransit Services provided under this Agreement. RFTA will provide Glenwood with copies of any formal written complaints submitted by Clients on a monthly basis.

VII.
Notice of Accidents and Legal Action

A. RFTA shall provide copies to Glenwood of any accidents and incidents concerning ADA Complementary Paratransit Services provided under this Agreement on a monthly basis. RFTA will notify Glenwood regarding accidents that involve personal injuries within 72 hours.

B. RFTA shall give Glenwood prompt notice of any suit or action filed and prompt notice of any claim made against the Traveler, RFTA, or Glenwood arising out of the performance of this Agreement. RFTA shall furnish immediately to Glenwood copies of all pertinent pleadings, demands, and papers received by the Traveler and/ or RFTA, upon request by Glenwood.

VIII.
Term

The term shall be from the effective date of this Agreement until December 31, 2022. This agreement shall be automatically renewed for successive one-year terms on January 1st of each year, provided that funds for financial support and such sums as agreed to by Glenwood and RFTA, as necessary to provide the ADA Complementary Paratransit Services under this Agreement, are appropriated by Glenwood for the year in which the services are to be provided. Any of the parties hereto may terminate this Agreement upon ninety (90) days prior written notice to the other party.

IX.
Insurance

RFTA, acting on behalf of the Traveler agrees to obtain and keep in force during the term of this Agreement the insurance coverage described below:

A. Workers' compensation and/or employers' liability insurance as required under applicable laws, which shall cover all Traveler and RFTA employees.

B. The Traveler will maintain the comprehensive general liability insurance as set forth on that Certificate of Insurance dated April 22, 2022, a copy of which is attached hereto and made a part hereof as Exhibit A. Such comprehensive general liability limits shall remain in force during the term of this Agreement. RFTA agrees to make Glenwood a named insured on all such policies as they pertain to services provided by the Traveler and RFTA under this Agreement. Notwithstanding this provision, RFTA reserves the right to revise its general liability limits from time to time as long as they meet all statutory requirements.

C. Glenwood and RFTA understand that each relies on and does not waive or intend to waive by any provision of this Agreement the monetary limitation (presently $350,000.00 per person and $990,000.00 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to RFTA and Glenwood and their officers, agents, or employees.

X.
Miscellaneous Provisions

A. Amendment. This Agreement may only be amended by a written agreement signed by the parties hereto. This Agreement may be amended from time to time by written agreement duly authorized and signed by representatives of the parties hereto.

B. Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

C. Severability. Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.

D. Effective Date. This Agreement shall be in full force and effect and be legally binding as of the 1st day of January, 2022.

E. Notices. All notices, demands, statements, and requests required or permitted to be given under this agreement shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, whether received or not, three (3) days following the deposition of the same: in the United States mail, addressed to a party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated by a party to the others in accordance herewith:

TO: City of Glenwood Springs
c/o City Manager
101 West 8th Street
Glenwood Springs, Colorado 81601

TO: Roaring Fork Transportation Authority
c/o Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

F. Conformance with Laws. Each party hereto agrees to by and to conform to all applicable laws of the Federal Government, the state, and any body corporate and politic having any jurisdiction over the subject matter of this agreement. Nothing in this section contained, however, shall require any party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

G. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

H. Waiver. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this agreement. Nothing in this agreement shall be construed as a waiver of any defense or limitation available to any of the parties through the Colorado ' Governmental Immunity Act (§ 24-10-101, et seq., C.R.S., as amended).

I. Enforcement. Every obligation assumed by or imposed upon any of the parties by this agreement shall be enforceable by the other parties by appropriate action, suit, or proceeding at law or equity.

J. Captions. The captions of the paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Agreement.

IN WITNESS WHEREOF, Glenwood, Garfield County and RFTA have caused this agreement to be executed the day and year first above written.

CITY OF GLENWOOD SPRINGS, COLORADO

By: _____
Jonathan Godes, Mayor

ATTEST:

By: _____
Ryan Muse, City Clerk

ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Jeanne McQueeney, Chair

ATTEST:

By: _____
Nicole Schoon, Secretary to the Board of Directors