

RESOLUTION NO. 25 - 25

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR INTER-CONNECTION OF BUS SERVICES BETWEEN THE CITY OF FOUNTAIN, COLORADO, AND THE CITY OF COLORADO SPRINGS, COLORADO

WHEREAS, pursuant to Colorado Revised Statutes § 29-1-203, City Council has the authority to approve an Intergovernmental Agreement between the City of Fountain ("Fountain") and the City of Colorado Springs ("City").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS THAT:

Section 1. The Colorado Springs City Council finds that Fountain wishes to inter-connect Fountain bus service to the City bus service, and that an intergovernmental agreement allowing Fountain to lawfully enter into the City service area is necessary to allow Fountain bus riders to transfer to City bus service. The City Council also finds allowing inter-connection does not create any joint provision of transit services by the Cities, and that each City's service remains separate and distinct.

Section 2. The City Council hereby approves the Intergovernmental Agreement for Inter-Connection of Bus Services between the City of Fountain, Colorado and the City of Colorado Springs, Colorado ("IGA"), a copy of which is attached hereto as Exhibit A.

Section 3. On behalf of the City, the Mayor is hereby authorized to execute, amend and administer the IGA.

DATED at Colorado Springs, Colorado, this 11th day of February 2025.



Randy Helms, Council President

ATTEST:


Sarah B. Johnson, City Clerk



**INTERGOVERNMENTAL AGREEMENT FOR INTER-CONNECTION OF BUS SERVICES
BETWEEN THE CITY OF FOUNTAIN, COLORADO, AND THE CITY OF COLORADO
SPRINGS, COLORADO.**

This Intergovernmental Agreement, dated for reference this _____ day of February 2025, is made by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city ("City") and the City of Fountain, a Colorado municipal corporation and home rule city ("Fountain"). The City and Fountain may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

Paragraph 1. Authority. This Intergovernmental Agreement is made under authority of Colo. Const., Art. XX, § 6; Colo. Const. Art. XIV, § 18; and Sec. 29-1-203, C.R.S.

Paragraph 2. Purpose. The purpose of this Intergovernmental Agreement is to set the terms and conditions for interconnection between the Fountain bus system and City bus system.

Paragraph 3. Intergovernmental Agreement Term. The term of this Intergovernmental Agreement shall commence at 12:01 am on the _____ day of February 2025 and shall end at 11:59 pm on the _____ day of February 2030, unless sooner terminated per the provisions of this Agreement. The Agreement may be renewed for an additional five (5) year term upon mutual agreement of the Parties.

Paragraph 4. No Merger or Joint Operation of Bus Systems. The Parties agree that nothing in this Intergovernmental Agreement constitutes, or shall be deemed to constitute, in any manner whatsoever, any joint venture, joint operation, merger of bus systems, or any other form of cooperative or other activity. The sole purpose of this Intergovernmental Agreement is to allow the Fountain bus system to enter into the City and the Pikes Peak Rural Transportation Authority ("PPRTA") territories at a designated location to allow for a connection between the Fountain bus system and the City bus system. Fountain is solely responsible for damages caused by the operation of its buses within the City.

Paragraph 5. No Fountain Operations in City or PPRTA Territory. Fountain agrees that, except as otherwise specifically provided in this Intergovernmental Agreement, Fountain shall not provide any bus service or paratransit service outside the city limits of Fountain. This limitation includes, but is not limited to, any and all property contained within the City or under the home rule jurisdiction of the City; any unincorporated territory within El Paso County; those territories included within the PPRTA, excluding those areas that fall within the city limits of Fountain; and excluding any services provided by Fountain to a Department of Defense facility located outside of Fountain city limits, or area served as part of an intergovernmental support agreement (IGSA) with a Department of Defense facility.

Paragraph 6. Bus Paratransit Operations. Fountain may have legal obligations under federal or other law to provide paratransit services to persons unable to otherwise utilize Fountain vehicles or its bus system. Fountain shall be responsible for providing service to all paratransit riders who begin and end their paratransit service trips in Fountain. Fountain paratransit vehicles may enter the territory of the City and the PPRTA for the purpose of delivering paratransit individuals to their destinations within the territory of the City and the PPRTA, and picking up those persons

for return to Fountain, it being the intention of the Parties that Fountain shall be completely responsible for the costs and provision of paratransit services to Fountain paratransit users.

Paragraph 7. No Discharge or Pickup Permitted Other Than at the Designated Location. The designated location for discharge and pick-up of Fountain bus system passengers shall be at the Pikes Peak State College Centennial Transfer Center, located at 5675 S. Academy Blvd., Colorado Springs, CO 80906 ("Transfer Point") and the two bus stops located at Main St. and Marquette Dr. See Exhibits A and B attached hereto and incorporated herein. The Fountain bus service shall not make stops, pick up or discharge passengers or any other person within the territory and service area of the City or the PPRTA, excluding those areas that fall within the city limits of Fountain. At the City's sole option, the City's Transit Division Manager may designate, on occasion and in writing, a mutually agreeable alternative location for the discharge and pick up of Fountain bus system passengers. A designation by the City's Transit Division Manager of a mutually agreeable alternative location for discharge and pick up shall not be considered an amendment to this Intergovernmental Agreement and will be evidenced by a letter from the City's Transit Division Manager to Fountain designating the new location. Fountain paratransit vehicles may deliver and pick up paratransit riders, and any caregivers authorized to accompany the paratransit rider under federal law, of any location within territory or service area of the City or the PPRTA. Any future designated location for discharge and pick-up of Fountain bus system passengers will be identified through an amendment.

Paragraph 8. No Guarantee of Interconnection; Designation of Route. The City does not guarantee or promise interconnection of the City's bus system to the Fountain bus system. This Intergovernmental Agreement only permits Fountain buses to move within the City and PPRTA territories to a set, designated location to pick up and discharge passengers. The City has no obligation to amend, alter, provide, or in any manner whatsoever change the City's bus schedules or service routes to accommodate connection with the Fountain bus system. The Parties understand and agree that the City and Fountain bus systems are separate operations. At any time, the City may unilaterally terminate all Fountain service operations within the City or PPRTA territories.

Paragraph 9. National Transit Database. The City and Fountain shall retain their individual responsibilities for reporting respective vehicle miles and other statistics relevant to Federal Transit Administration entitlement formulas to the National Transit Database (NTD).

Paragraph 10. Fares. All Fountain passengers boarding City buses or other vehicles shall pay the fares set by the City. There shall be no fare transfers from or to the Fountain bus system.

Paragraph 11. Passenger Usage. Upon request, Fountain shall provide to the City a written accounting of how many passengers board and alight from the transfer points on the Fountain service.

Paragraph 12. Assignment. Fountain shall not assign or otherwise transfer this Intergovernmental Agreement or any right or obligation hereunder without the prior written consent of the City.

Paragraph 13. Amendment. No amendment or modification of the Agreement shall be valid unless expressed in writing and executed by the parties. The Transit Division Manager is authorized to amend and renew the Agreement on behalf of the City.

Paragraph 14. **Notice.** All notices or other communications required under this Agreement shall be in writing and may be delivered via e-mail or U.S. mail. If the e-mail notice is provided, the notice shall be deemed to be delivered upon its transmission and receipt of confirmation of its receipt by the receiving party. Notice shall be provided to the individual or staff member of the jurisdiction for which it is intended as follows:

If to the City:

Jacob Matsen
jacob.matsen@coloradosprings.gov
Mountain Metropolitan Transit
1015 Transit Dr.
Colorado Springs, CO 80903

If to Fountain:

Todd Evans
tevans@fountaincolorado.org
City of Fountain
116 S Main Street
Fountain, CO. 80817

Paragraph 15. **Law.** This Intergovernmental Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.

Paragraph 16. **Appropriation and Availability of Funds.** In accord with the Colo. Const. Art. X, § 20, and the City Charter, performance of the City's obligations under this Intergovernmental Agreement is expressly subject to appropriation of funds by the Colorado Springs City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Intergovernmental Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Intergovernmental Agreement without compensation to Fountain. In accord with the Colo. Const., Art. X, § 20, performance of Fountain's obligations under this Intergovernmental Agreement is expressly subject to appropriation of funds by the Fountain City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of Fountain's obligations under this Intergovernmental Agreement, or appropriated funds may not be expended due to Constitutional limitations, then Fountain may terminate this Intergovernmental Agreement without compensation to the City.

Paragraph 17. **Termination for Convenience.** The City may terminate this Intergovernmental Agreement for convenience upon ten (10) days prior written notice to Fountain, without compensation to Fountain. Fountain may terminate this Intergovernmental Agreement for convenience upon forty-five (45) days prior written notice to the City. Any notice shall state the actual termination date.

Paragraph 18. **Local Concern.** The Parties agree and acknowledge that the activities contained in this Intergovernmental Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

Paragraph 19. Entire Agreement. This Intergovernmental Agreement, together with all exhibits, constitutes the entire agreement between the Parties. All other representations or statements heretofore made, verbal or written, are merged herein, and this Intergovernmental Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.

Paragraph 20. Nonwaiver of Rights. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by Fountain shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by Fountain.

Paragraph 21. Headings. The headings of this Intergovernmental Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Intergovernmental Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 22. Integration. This is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Intergovernmental Agreement shall be of no effect and shall not be binding on Fountain or the City. Further, Fountain and the City acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against the City as the author thereof.

Paragraph 23. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Intergovernmental Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Intergovernmental Agreement. It is the express intention of the Parties that any person or entity, other than the Parties to this Intergovernmental Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 24. Waiver. The provision of interconnection under this Intergovernmental Agreement is for the benefit of Fountain. Accordingly, Fountain does hereby waive, remise, and release any claim, right, or cause of action it may have, or which may accrue in the future, against the City arising in whole or in part from this Intergovernmental Agreement.

Paragraph 25. Compensation. Except as otherwise stated in this Intergovernmental Agreement, neither Party to this Intergovernmental Agreement shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this Intergovernmental Agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and workers compensation liabilities, for its own personnel. Nothing in this Intergovernmental Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

Paragraph 26. Counterparts. This Intergovernmental Agreement may be executed in counterparts, each of which is deemed an original, but which together shall constitute one and the same instrument. If this Intergovernmental Agreement is executed in counterparts, no

signatory is bound until all the Parties named below have duly executed or caused to be duly executed a counterpart of this Intergovernmental Agreement. A signature on a copy of this Intergovernmental Agreement received by any Party by facsimile or electronic mail is binding upon the other Parties as an original. All Parties agree that a photocopy of such facsimile or electronic copy may also be treated by the Parties as a duplicate original.

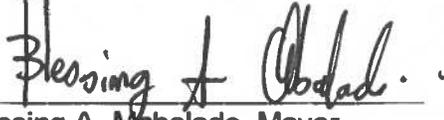
Paragraph 27. Approvals. This Intergovernmental Agreement has been approved by the Parties in accord with Sec. 29-1 -203 C.R.S.

FOR THE CITY OF FOUNTAIN:

By: 

Date: 1/8/25

FOR THE CITY OF COLORADO SPRINGS:

By: 
Blessing A. Mobolade, Mayor

Date: FEB 14 2025

Approved as to Form


Office of the City Attorney
City of Colorado Springs

Exhibit A

Designated Transfer Point – Pikes Peak State College Centennial Transfer Center

As of the effective date of this Intergovernmental Agreement, a designated transfer point for Fountain Municipal Transit (FMT) shall be the City of Colorado Springs' Pikes Peak State College Centennial Transfer Center, at the location shown in Figure 1 in bus bay designated as "FMT". Use of this location and bus bay is non-exclusive and expressly subject to the needs of Mountain Metropolitan Transit. This location may be terminated, or a new replacement transfer point may be designated, by the City of Colorado Springs Transit Division Manager at any time, in accordance with paragraph 7 of the Intergovernmental Agreement.



Figure 1: Pikes Peak State College Centennial Transfer Center

Exhibit B

Designated Transfer Points – Main Street and Marquette Dr Bus Stops

As of the effective date of this Intergovernmental Agreement, designated transfer points for Fountain Municipal Transit (FMT) shall be the two bus stops located at Main St. and Marquette Dr. identified by the red circles in Figure 2. Use of this location is non-exclusive and expressly subject to the needs of Mountain Metropolitan Transit. This location may be terminated, or a new replacement transfer point may be designated, by the City of Colorado Springs Transit Division Manager at any time, in accordance with paragraph 7 of the Intergovernmental Agreement.



Figure 2: Main St and Marquette Dr. Bus Stops