

Boulder County Funding Agreement (Human Services Fund)

SUMMARY	
Contract Identification	
Oracle Number	303229
Agreement Name	Via Mobility Services – CSD SI – Human Services Fund 2024
County Information	
Office or Department	Community Services
Division/Program	Strategic Initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80304
Project Manager Name and Email	Carlene Okiyama, cokiyama@bouldercounty.gov
Contact Name and Email	Carlene Okiyama, cokiyama@bouldercounty.gov
Recipient Information	
Legal Entity Name	Via Mobility Services
Recipient d/b/a (if any)	N/A
Mailing Address	2855 North 63rd Street, Boulder, CO. 80301
Signer Name and Email	Frank Bruno, fbruno@viacolorado.org
Contact Name and Email	Ryan Avery, ravery@viacolorado.org
Term	
Start Date	1/1/2024
Expiration Date	12/31/2024
Amount	
Funding Amount (not to exceed)	\$419,420
Brief Justification for Funding	
Community Services Human Services Fund 2024 Recipient	
Agreement Documents	
Exhibit A - Use of Funds	
County Internal Use Only - Notes	

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department (County") and Via Mobility Services ("Recipient"). County and Recipient are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Agreement: The **Summary** and the **Agreement Documents** are incorporated into this Agreement by reference.
2. Use of Funds: Recipient must use the **Funding Amount** for the purposes, and pursuant to the terms, set forth on Exhibit A.
3. Term of Agreement: The **Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. The Funding Amount must be used during the **Term**.
4. Payment of Grant Funding: County will pay to Recipient an amount not to exceed the Funding Amount in accordance with the **Agreement Documents**.
5. Indemnity: Recipient will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Recipient, its employees, agents, representatives or other persons acting under Recipient's direction or control in performing or failing to perform its obligations under this Agreement. Recipient will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Recipient, its employees, agents or representatives, or other persons acting under Recipient's direction or control. This indemnification obligation will extend to claims based on Recipient's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Recipient under any circumstances. Recipient's obligations under this provision shall survive expiration or termination of this Agreement. Nothing contained in this Agreement or the **Agreement Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.
6. Nondiscrimination: Recipient will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Recipient must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Information and Reports: Recipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Recipient will permit access to such representatives to Recipient's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than

Recipient, Recipient must so certify to the County and explain what efforts it has made to obtain the information.

8. Independent Contractor: Recipient is an independent contractor for all purposes. Recipient is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Recipient or Recipient's employees. Recipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

9. Termination for Non-Appropriation: The other provisions of this Agreement notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Recipient beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Agreement without penalty by providing seven (7) days' written notice to Recipient.

10. Termination for Breach: Either Party's failure to perform any of its material obligations under this Agreement, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Agreement or at law, including immediate termination of this Agreement.

11. Termination for Convenience: County may terminate this Agreement, in whole or in part, for any reason, upon seven (7) days' advance written notice to Recipient.

12. Remedies for Non-Performance: If Recipient fails to perform any of its obligations under this Agreement, County may, at its sole discretion, and in addition to any remedies available at law or in equity, require Recipient to repay all or any part of the Funding Amount to County.

13. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

14. Conflicts of Interest: Recipient must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Recipient's obligations.

15. Notices: All notices provided under this Agreement must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

16. Statutory Requirements: This Agreement is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Recipient upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

17. Entire Agreement/Binding Effect/Amendments: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties.

18. Assignment/Subcontractors: This Agreement may not be assigned or subcontracted by Recipient without the prior written consent of the County. If Recipient subcontracts any of its obligations under this Agreement, Recipient will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Agreement.

19. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

20. Breach: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.

21. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

22. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

23. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

24. Conflict of Provisions: If there is any conflict between the terms of the main body of this Agreement and the terms of any of the **Agreement Documents**, the terms of the main body of the Agreement will control.

25. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

26. Representations and Warranties: Recipient represents and warrants the following:

- a. Execution of this Agreement and performance thereof is within Recipient's duly authorized powers;
- b. The individual executing this Agreement is authorized to do so by Recipient; and
- c. Recipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Recipient.

27. Legal Compliance: Recipient assumes full responsibility for obtaining and maintaining any permits and licenses required to carry out its obligations hereunder. Recipient's performance under this Agreement will comply with all Federal, State, and local laws, regulations, ordinances and codes.

28. Litigation Reporting: Recipient is not currently involved in any action before a court or other administrative decision-making body that could affect Recipient's ability to carry out its obligations hereunder. Recipient will promptly notify the County if Recipient is served with a pleading or other document in connection with any such action.

29. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Agreement, including but not limited to the authority to terminate this Agreement.

30. Publicity Releases: Recipient will not refer to this Agreement or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Agreement.

31. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Agreement in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

32. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Recipient
Signature:	Signature: <i>Frank Bruno</i>
Name: Claire Levy	Name: Frank Bruno
Title:	Title: Chief Executive Officer
Date:	Date: December 7, 2023
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name: Cecilia Lacey	
Attestor Title:	

EXHIBIT A USE OF FUNDS

Statement of Purpose

Recipient promotes independence and self-sufficiency for people with limited mobility by providing caring, customer-focused transportation options.

Recipient's paratransit program is an on-demand, call-up, door-to-door transportation service from any origin to any destination in the Boulder-Denver area. Recipient takes riders to doctors appointments, grocery stores, social outings, senior centers, employment, and volunteer opportunities, and more.

Recipient's Mobility Options service works in conjunction with Via Paratransit. Recipient's Mobility Specialists provide quick access to transportation information and services, including registering and scheduling a ride. Information and referral services, in English or Spanish, are available by phone Monday through Friday from 8 a.m. to 4:30 p.m.

Service Deliverable & Outcomes

Outcome area of focus for this contract: *Increased ability among community members to access critical services and improve quality of life.*

Recipient must use the Funding Amount to complete the following activities during the Term:

1. Activity	Paratransit program consists of demand-responsive, driver-assisted, door-through-door transportation in wheelchair-accessible vehicles for older adults and individuals with disabilities.
Outputs	1,500 Boulder County residents will receive 60,000 trips.
Outcomes	<ul style="list-style-type: none"> • 94% of Via clients will become more independent and self-sufficient. • Via will help 90% of clients get to health-related appointments. • 90% of Via clients will feel less worried about how they'll get to where they need to go.
Measurement Tools	<ul style="list-style-type: none"> • Outputs are measured using reports generated by ride scheduling software. • Outcomes are measured through a comprehensive survey and evaluation by the percentage of respondents who agree or disagree.

2. Activity	Mobility Specialists provide mobility information and referral services and are bilingual (English/Spanish).
Outputs	<ul style="list-style-type: none"> • 1000 callers will receive individualized travel support services • 500 callers per year will receive written Individual Travel Plans • 2,000 callers will receive information or referrals about alternative mobility options

Outcomes	<ul style="list-style-type: none"> • 90% of Via clients or callers will feel less worried about how they'll get to where they need to go. • 90% of Via clients or callers will become more independent and self-sufficient.
Measurement Tools	<ul style="list-style-type: none"> • Services provided to information and referral callers are tracked in Ecolane, Via's ride-scheduling software. • Outcomes are measured through a comprehensive survey and evaluation by the percentage of respondents who agree or disagree.

Meeting Requirements

Recipient will meet with Boulder County Community Services staff at least once in 2024.

Reporting Requirements

Recipient will provide two progress reports during the term of this Funding Agreement, in the template provided by staff prior to each reporting deadline. Each report shall include:

1. The actual outputs associated with each activity identified above.
 - a. The actual number of unduplicated clients served and their demographics for each activity. Demographics will include the following:
 - Residency
 - Age
 - Race
 - Gender
 - Income
 - Language(s) Spoken
2. Achievement of, or progress toward the outcomes.
3. Description of the specific measurement tools used to measure outputs and outcomes. Actual measurement tool and related data shall be available to the County upon request.
4. Financial reporting about program expenditures, in the form of a program budget narrative for the mid-year report, and an agency and program budget-to-actual income and expense statement for the final report.

The County will review each report and request revisions, as needed. Failure to meet reporting requirements may result in delayed or diminished payment. Report deadlines are below and may be revised upon the written agreement of both parties.

- a. Report 1 is due no later than July 31, 2024.
- b. Report 2 is due no later than January 31, 2025.

Budget

Item	Expense
Personnel	
10% 1 FTE Data Specialist	\$ 7,000

10% 1 FTE Reservationist	\$ 4,000
10% 7 FTE Call Center Staff	\$ 32,000
10% 2 FTE Mobility Specialist	\$ 9,000
20% 1 FTE Scheduler	\$9,000
20% 1 FTE Dispatcher	\$8,000
50% 10 FTE Drivers	\$225,000
Payroll Taxes and Benefits (list the amounts for the salaries listed above)	\$72,324
Operating	
Vehicle Maintenance and Repair	\$53,096
Total	\$419,420

Payment

County will issue the Funding Amount in quarterly installments, with the first installment after execution of this Funding Agreement and subsequent installments at the end of each following calendar quarter. All payments are conditioned upon Recipient's compliance with the terms of this Agreement as determined by the County in its sole discretion.

Certificate Of Completion

Envelope Id: E24DA8B7CB654E59882C4BA2B0AD8748	Status: Sent
Subject: 303229 Via Mobility Services - CSD SI Human Services Fund, Funding Agreement - \$419,420	
Type of Document: BOCC Signed Contract	
Department/Office: Oracle	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator: Jordan Buggert 2025 14th St Boulder, CO 80302 37988@bouldercounty.org IP Address: 147.154.25.18
Enveloped Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

Record Tracking

Status: Original 12/7/2023 8:19:51 AM	Holder: Jordan Buggert 37988@bouldercounty.org	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Frank Bruno fbruno@viacolorado.org Chief Executive Officer Security Level: Email, Account Authentication (None)	<i>Frank Bruno</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.130.178	Sent: 12/7/2023 8:38:03 AM Viewed: 12/7/2023 9:20:22 AM Signed: 12/7/2023 9:20:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cecilia Lacey
clacey@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Claire Levy
clevy@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cecilia Lacey
clacey@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Jordan Buggert 37988@bouldercounty.org Security Level: Email, Account Authentication (None)		Sent: 12/7/2023 9:20:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Carlene Okiyama cokiyama@bouldercounty.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Donelda Mason
dmason@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jiao Qin
jqin@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jordan Buggert
37988@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/7/2023 8:38:03 AM
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Payment Events	Status	Timestamps
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