TOWN OF NEW CASTLE, COLORADO RESOLUTION NO. TC 2023-03

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING WITH GARFIELD COUNTY SENIOR PROGRAMS.

WHEREAS, the Garfield County Senior Program provides transportation (the "Traveler") and nutrition (congregate meals); and

WHEREAS, the Town of New Castle ("Town") benefits from said services/program/resources to support New Castle's senior population; and

WHEREAS, the Town Council finds that entering into the Memorandum of Understanding ("MOU") attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

- 1. <u>Recitals</u>. The foregoing recitals are incorporated by reference as findings and determinations of the Council.
- 2. <u>Adoption</u>. Pursuant to Section 14.4 of the Town Charter, the MOU attached hereto as Exhibit A is hereby adopted by the Council, and the Mayor is authorized to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of <u>7</u> to <u>o</u> at a regular meeting of the New Castle Town Council held on January 3, 2023.

TOWN COUNCIL OF TOWN OF NEW CASTLE, COLORADO

Mayor Art Riddile

GARFIELD

ATTEST:

wn Clerk Melody Harrison, CMC

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7-PARTY MEMORANDUM OF UNDERSTANDING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2023

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, ("BOCC")

The City of Rifle, Colorado,

The City of Glenwood Springs, Colorado,

The Town of Carbondale, Colorado,

The Town of New Castle, Colorado,

The Town of Silt, Colorado,

Roaring Fork Transportation Authority, ("RFTA")

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2023 (the "MOU"). This MOU is effective as of January 1, 2023, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior and disabled citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.

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2023 7 Party MOU

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E. Each of the remaining Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2023 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
- 2. <u>Purpose of this Agreement.</u> The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2023.
- 3. <u>Term of Agreement.</u> This Agreement shall have an Effective Date of January 1, 2023, regardless of the dates signed and shall terminate on December 31, 2023.
- 4. <u>Senior Services to be Provided.</u> The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior and disabled citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
- 5. <u>Congregate Meal Services</u>. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
 - a. <u>Cost Methodology Nutrition:</u> The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2023.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2021 and June 2022 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

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c. Application of Cost Methodology to the 2023 Budget: As illustrated in Attachment A, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2023 is \$591,679.00. The BOCC's 40% share of that amount equals \$236,671.60. Anticipated grant and program funding income for 2022 is \$220,131.00. The remaining balance is \$134,876.40.

Municipality	Number of Meals	Percent of Total	Amount Due
Carbondale	1,284	8.10%	\$10,920.06
Glenwood Springs	3,195	36.06%	\$52,686.76
New Castle	695	4.38%	\$5,910.78
Silt	1,761	11.10%	\$14,976.82
Rifle	5,924	37.35%	\$50,381.98
TOTAL	15,859	100.00%	\$134,876.40

6. <u>Transportation Services</u>. The BOCC, RFTA and Municipalities agree that Senior and Disabled transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology.

7. Definitions:

- a. <u>Initial Pickup Location</u>: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. <u>One-Way Passenger Trips</u>: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.
- c. <u>Loaded Miles</u>: Loaded miles are the total distance driven while a passenger is in the vehicle.

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d. <u>Loaded Minutes</u>: Loaded minutes are the total duration of time while a passenger is in the vehicle.

8. Cost Methodology - Transportation

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2023. The remaining fifty percent is paid for by grant and program funding, a refund of 2021 excess revenue and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each Jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in Paragraph 7.a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.
- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.
- 9. 2023 Budgeted Contributions: As illustrated in Attachment B, the total budgeted cost to provide Senior and Disabled Transportation Services in 2023 is \$776,380.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$35,357.00 and \$771,023.00, respectively. This cost less the amount of \$30,000.00 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2023 of \$776,380.

The BOCC's 50% share of this amount equals \$331,757.00 plus the 2021 applied RFTA refund of \$76,433.00 totals \$388,190.00. Anticipated grant and program funding income for 2023 is \$78,494.00. The total amount of the contribution from the County, including grants, program income and the 2021 refund is \$466,684.00. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2021 may also be applied to the County's contribution in 2023 for the Senior and Disabled Transportation Services budget. However, pursuant to the provisions of paragraph 13. Annual Reconciliation and True-Up, below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

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- 10. <u>Allocation of County Contribution and Grant and Program Income</u>: The County's contribution, inclusive of its 50% commitment and anticipated grant and program income, and the 2021 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party's fully allocated cost.
- 11. <u>Estimated Contributions</u>: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2023 Traveler transportation services costs. The amounts shown are based on the 2023 budgeted amounts identified above and a forecast of ridership and services levels for 2023.

					Est.	-
					Allocation of	,
					County	
	Est. One-				Contribution,	Est. Net
	Way	Est.	Est.	Est. Fully	Grants &	Responsibility
1	Passenger	Loaded	Loaded	Allocated	Program	for Each
Jurisdiction	Trips	Miles	Minutes	Cost	Income	Municipality
Carbondale*	59	456	1,375	\$5,762	\$2,813	\$2,949
Glenwood Springs*	3,328	9,745	54,103	\$242,992	\$119,614	\$124,377
New Castle*	716	9,376	22,051	\$89,017	\$43,453	\$45,564
Silt	68	243	977	\$4,750	\$2,319	\$2,431
Rifle	4,079	8,137	53,816	\$262,522	\$128,148	134,374
Garfield County	1,391	18,389	42,003	\$171,338	\$171,338	-
Total	9,641	46,346	174,325	\$776,380	\$466,684	\$309,696

- 12. <u>Monthly Billing</u>: RFTA will pay directly for the fully allocated net costs attributable to its member jurisdictions and each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.
- Annual Reconciliation & True-up: No later than February 15, 2024 RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips, and estimated loaded miles and loaded minutes provided to the Parties in 2023. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.
- 14. County Payments to RFTA for the Traveler Program. The amount to be paid by the BOCC to RFTA in 2023 for the provision of the Traveler Transportation Services contemplated by this Agreement is Five Hundred Sixty-Eight Thousand, One Hundred Thirty-Three Dollars (\$568,133.00). This amount is based upon RFTA's estimated cost to provide the services in 2023

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(\$771,023.00) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000.00) and less the cost to provide such services to the Town of Carbondale (\$2,949.00), the City of Glenwood Springs (\$124,377.00), and the Town of New Castle (\$45,564.00), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler, and reimbursed at year end by following the Annual Reconciliation and True-Up procedures described in Paragraph 13., above.

- a. <u>RFTA's Estimated Cost</u>: The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2023, RFTA estimates that it's cost to provide these services is \$771,023.00.
- b. Other Traveler Services: The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be \$30,000.00 for 2023.
- c. Payment: The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of \$568,133.00 in eleven (11) monthly payments of \$47,344.42 and one monthly payment of \$47,344.38 for Senior and Disabled Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2023 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. Appropriation: This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this MOU, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA Board on December 8, 2022 and is considered final. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the Annual Reconciliation and True-Up Procedures described in Paragraph 13., above.
- e. <u>COVID 19 Accommodations</u>. Traveler services will be adjusted because of Governor orders or Public Health recommendations.

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- 15. <u>Combined Costs</u>: The combined cost for 2023 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.
- 16. Whole Agreement: This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.
- 17. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of all.
- 18. <u>Facsimiles and Counterparts</u>. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.
- 19. <u>Authority.</u> Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.
- 20. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.
- 21. <u>Notice.</u> Notices to be provided under this MOU shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale:

Lauren Glister, Town Manager

Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623

970-510-1207

lgister@Carbondaleco.net

Garfield County:

Sharon Longhurst-Pritt, Director

Garfield County Department of Human Services

195 West 14th Street, Building B

Rifle, CO 81650

(970) 625-8282 ext. 3265 spritt@garfield-county.com

Glenwood Springs:

Steve Boyd, Acting City Manager

City of Glenwood Springs

101 W. 8th Street

Glenwood Springs, CO 81601

(970) 384-6522 steve.boyd@cogs.us

- "我们我们不是我的的人,我们还是不是我们的,我们还是我们的人,我们还是我们的人,我们就是我们的人,我们们

New Castle:

Dave Reynolds, Town Administrator

New Castle Town Hall 450 West MainStreet,

PO Box 90

New Castle, CO 81647

(970) 984-2311

dreynolds@newcastlecolorado.org

RFTA:

Dan Blankenship, Chief Executive Officer

Roaring Fork Transportation Authority

2307 Wulfsohn Road

Glenwood Springs, CO 81601

(970) 384-4981

dblankenship@rfta.com

Rifle:

Tommy Klein, City Manager

City of Rifle 202 Railroad Ave P. O. Box 1980 Rifle, CO 81650 (970) 625-6266 tklein@rifleco.org

Silt:

Jeff Layman, Town Administrator

Town of Silt

231 N. 7th Street, PO BOX 70

Silt, CO 81652

(970) 876-2353, ext. 813 jlayman@townofsilt.org

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

SEAL

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, and BOARD OF SOCIAL SERVICES

Clerk to the Board

By: Idea Mostin Ch

DATED! Dec. 9/ 202

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:	0 1/	CITY OF GLENWOOD SPRINGS, COLORADO
	Flow W	By: Jos Dodes
City Clerk		Jonathan Godes, Mayor
		DATED: January 11, 2023

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

ROARING FORK TRANSPORTATION AUTHORITY

Clerk to the Bd. Of Directors



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2023 7 Party MOU

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

77.

TOWN OF CARBONDALE, COLORADO

Ben Bohmfalk, Mayor

DATED: 12/13/2022

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

TOWN OF SILT, COLORADO

Town Clerk

Keith Richel, Mayor

DATED: NOW ZI, 172



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IN WITNESS WHERBOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

Art Riddile, Mayor

TOWN OF NEW CASTLE, COLORADO

SEAL COUNTY

DATED:

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2023.

ATTEST:

CITY OF RIFLE, COLORADO

Ed Green, Mayor

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ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING RE: SENIOR PROGRAMS

ATTACHMENT A: 2023 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

ATTACHMENT B: 2023 TRANSPORTATION BUDGET AND COST METHODOLOGY

ATTACHMENT C: 2023 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER TRANSPORTATION SERVICE

40% County Share of Total Expenses Garfield County Share

Less Program Income Grant & Program Income Total

Less AAA funding Less NSIP Incentives

Total 12 Month Budget

\$591,679.00

Food - non travel related Computers & computer equipment

Projected Income/County Share Income less expenses

Municipal Budget Share for Distribution

ATTACHMENT A

2023 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

Employee Benefits
Professional - Other
Repair and mainlenance
Rental of Land & Buildings

DHS - Destruction of Records

Printing and Binding Communications Nutrition Budget

Operating Supplies
Computer Supplies
Freight, postage, Delivery
Copy Machine Usage

Training Office Supplies

Viotor Pool Charges Professional Affiliations

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	\$134,876.40			\$134,876.40	S 456,802.60		\$ 236,671.60	5 236,671.60		\$ 220,131.00	\$ 17,000.00	\$ 12,500.00	\$ 190,631.00	
Based on July 202	Grand Total	Parachute	Garfield Count	Municipal Total	÷	Rifle	Sin	New Castle	_	Carbondale	· J.	•	, , 2023	NUTRITION BREA
71 - June 2022 Usage	20,932			F 15,859 10	•				ngs 6,195.			# of Meals Pa	581	IKDOWN SUMMARY F
				0.00% S134,876.40.			11.10% \$14,976.82			8.10% \$10,920.06	of Total - Contribution	ercent Nutrition	· Municipal	OR MUNICIPALITIES
1835ed on July 2020 - June 2021	21,597		3,325	18,272 \$ 135,113.80	•	s	1,778 S 13,147.57	cn	6,812 \$ 50,371.89	1,157 \$ 8,555.53	# Meals Contributions		2022	
Based on July 2019 - June	18,663	ı	3,265	15,398 S		6,420 \$	2,074 S	723 8	4,875 S	1,306 S	# Meals Contrib		2021	

Sased on July 2021 - June	Grand Total	Parachute	Garfield County	Municipal Total	Mile	OIL.	New Castle	Glenwood Springs	Carbondale	Jurisdiction	**	, 2023	JUTRITION BREAKDOWN
2022 Usage	20,932		5,073	15,859	5,924	1,61	695	6.185	1,284	Served	of Meals	*	SUMMARY FOR M
је				100.00%	36.33%	77.10%	4,38%	39,06%	8.10%	of Total	Percent		Y FOR MUN
				\$134,876.40.	96.180.000	514,9/6.82	\$5,910,78	\$52,686.76	\$10,920.06	-Convibution	Nutrition	Municipal	MUNICIPALITIES
Based on July 2020 - June 2021	21,597		3,325	18,272	1,525	1,778	986	6,812	1,157	# Weals		2022	
_			3	\$ 135,113.80	5 55,073.81	S 13,147.57	\$ 7,365.00	\$ 50,371.89	\$ 8,555,53	Contributions		23	
Based on July 2019 - June 2020	18,663		3,265	15,398	6,420	2,074	723	4,875	1,306	# Meals		2021	
19 - June 2020				ν		·		·		Contributions		27	

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$\underline{\text{ATTACHMENT B}}_{\text{2023 TRANSPORTATION BUDGET AND COST METHODOLOGY}$

Municipal Budget Share for Distribution	Total Revenue Total Expenses Revenue less expenses	County Net 50% Share 2021 Refund Applied Total County 50% Share	Less Program Income Less CSBG Less Mt. Valley Development Total GIP Income	Total Expenses	RFTA MINUS GWS Paratransit Total Net RFTA Expenses	Transportation Budget Wages Employee Benefits Communication Motor Pool Charges Training Office Supplies Computer Supplies Freight, Postage, Delivery Total County Expenses
\$ 309,696	\$ 466,684 \$ 776,380 \$ 309,696	\$ 311,757 \$ 76,433 \$ 388,190	\$ 5,500 \$ 61,494 \$ 11,500 \$ 78,494	\$ 776,380	图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图	Annual 21,116 \$ 11,440 \$ 200 \$ 200 \$ 200 \$ 200 \$ 200 \$ 35,357

2022 Traveler Forecast Service And Cost Data

Ofference √-	Total	Garfield County	Rifle	Sift	New Castle	Glenwood Springs	Carbondale	Jurisdiction
9,641	9.641	1,391	4,079	68	716	3,328	65	Est. One-Way Passenger Trips
46,346	45,346	18,389	8.137	243	9,376	9,745	456	Est Loaded Miles
174,325	174,325	42.003	53.816	977	22,051	54,103	1,375	Est. Loaded
\$776,380	\$ 776,380	\$ 171,338	S 262,522	\$ 4,750	\$ 89,017	S 242,992	5 5,762	Est Fully Allocated Cost
\$466,684	\$ 400,684	5 171,338	\$ 128,148	\$ 2,319	\$ 43,453	S 118,614	\$ 2,813	Est Allocation of County Countlbution, Grants & Program Income
м s309,69	4 5 309,69	3 8 -	8 8 134,37	G	3 \$ 45,564	1 8 124,37	3 5 2,94	Est. Net Responsibility for Each Municipality

ATTACHMENT C:

2023 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER TRANSPORTATION SERVICE

COMBINED CONTRIBUTION BREAKDOWN

	Totalsj.	Garfield County	Rifle	Sile	New Castle	Glenwood Springs	Carbondale	Jurisdiction		
	\$371;548:00.	\$ 236,671.60	\$50,381.98	\$14,976,82	\$5,910,78	\$52,686.76	\$10,920.06.	Contribution	Nutrition.	2023
	. \$697,885.00	\$388,190.00	\$134,374:00	\$2,431.00	\$45,564,00	\$124,377.00	\$2,949,00	Contribution	fransportation:	2023
ı	7,688.00:	7,688.00		·	Œ.			Contribution	Well & Wise:	2023
	\$1,077,121.00	\$632,549.60	\$184;755.98	\$17,407.82	\$51,474,78	\$177,063.76	\$13,869.06	Contributions	Total	2023
	Н				•					- 1
	.\$172,890.00			 (*)	\$45,564.00	\$124,377.00	\$2,949.00	Contribution	Transportation	RFIA
· · · · · · · · · · · · · · · · · · ·	.\$172,890.00 \$374,548.00	\$236,67,1.60	\$50,381:98	. \$14,976.82	\$45,564.00 \$5,910.78	\$124,377.00 \$52,686.76	\$2,949.00 \$10,920.06	Contribution Contribution	Transportation Nutrition.	RF1A 2023
The state of the s	\$172,890.00 \$374,548.00. 524,995.00	\$236,671.60 \$388,190.00	\$50,381,98 \$134,374.00	,	,	\$124;377.00 \$52,686;76 -	\$2,949,00 \$10,920,06:	Contribution	Transportation Nutrition. Transportation \	RF1A 2023 2023
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INTERGOVERNMENTAL AGREEMENT FOR GARFIELD COUNTY SENIOR PROGRAMS TRAVELER SERVICES - 2023

This Intergovernmental Agreement is made by and between the Garfield County Board of County Commissioners, State of Colorado, a statutory county ("BOCC"), sitting as the BOCC and as the Board of Social Services, and the Roaring Fork Transportation Authority, a regional transportation authority ("RFTA"), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2023 (the "IGA" or "Agreement"). This Agreement is effective as of January 1, 2023.

RECITALS

- A. The BOCC and RFTA, collectively, the "Parties," are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County ("the 9-Party IGA"). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party's annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the "MOU").
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2023. The 2023 MOU is attached to this Agreement as Attachment No. 6 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2023 transportation services (the "2023 MOU").
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services ("DHS"), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

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- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages "agencies at all levels of government" to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provide ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the "Traveler"). The Traveler also provides services that are not within the scope of this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens and persons with disabilities in 2023 in accordance with the IGA and appropriate 2023 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals are incorporated as if set forth in full.
- 2. <u>Purpose of this Agreement</u>. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
- 3. <u>Term of Agreement</u>. This Agreement shall have an Effective Date of January 1, 2023 regardless of the date signed and shall terminate on December 31, 2023.
- 4. Transportation Services Provided. The transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation ("Seniors"). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.
- 5. <u>Contract Amount</u>. The amount to be paid by the BOCC to RFTA in 2023 for the provision of the services contemplated by this Agreement is Five Hundred Sixty-Eight Thousand, One Hundred Thirty-Three Dollars (\$568,133.00). This amount is based upon RFTA's estimated cost to provide the services in 2023 less amounts received by RFTA from other sources who utilize

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the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

- a. <u>RFTA's Estimated Cost</u>. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2023, RFTA estimates that its cost to provide these services is \$771,023.00.
- b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be \$30,000.00 for 2023.
- c. <u>RFTA Member Jurisdictions</u>. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2023 MOU, to which both the BOCC and RFTA are parties. For 2023, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is \$172,890.00.
- 6. <u>RFTA Responsibilities</u>. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:
 - a. <u>Transportation Services</u>. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A B thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
 - b. <u>Vehicle Inventory</u>. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).
 - c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.

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- d. <u>Vehicle Transfer</u>. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. <u>Communication System</u>. RFTA shall continue to utilize its communication system for Traveler services.
- f. <u>Donations and Contributions</u>. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4.
- g. <u>Functional Assessment Assistance</u>. Traveler staff will do everything related to Functional Assessments. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process. RFTA will provide to the BOCC's Senior Programs Manager monthly the number of potential new clients, out of assessments and applications pending.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS monthly. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before February 15, 2024, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2023 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested, RFTA will provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.
- k. <u>Claim Notification</u>. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any incident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1. The Traveler handles all complaints and communicates the

outcomes to the BOCC's Senior Program Manager after appropriate investigations have been completed.

- Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2023 MOU, and included in the 2023 budget approved by the RFTA Board on December 8, 2022. If the actual 2023 costs exceed the budget, they will be covered by means of the Annual Reconciliation and True-up procedure as set forth in the MOU, or by the fund established after cost savings at the end of the year have been recognized.
- 7. <u>BOCC Responsibilities.</u> In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:
 - a. <u>Compensation</u>. For calendar year 2023, the BOCC shall pay RFTA the amount set forth in paragraph 5, \$568,133 in eleven (11) monthly payments of \$47,344.42 and one monthly payment of \$47,344.38 beginning no later than February 26, 2023 and each 10th day of the month thereafter during the 2023 term of this IGA.
 - b. <u>Functional Assessment Evaluations</u>. Traveler staff will take over the Functional Assessments including mailing applications, scheduling assessments, and providing outcome data to the BOCC's Senior Program Manager monthly.
 - c. <u>Training Assistance</u>. All training related to providing transportation to Traveler clients will be provided by RFTA supervisors.
 - d. <u>Funding Sources</u>. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
 - e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(1).
 - f. <u>Bilingual Literature</u>. The BOCC agrees to provide written information for distribution in both English and Spanish regarding the services provided by the Traveler."
 - g. <u>Fuel Access</u>. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs

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will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. Definitions:

- a. <u>Initial Pickup Location</u>: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. One-Way Passenger Trips: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.
- c. <u>Loaded Miles</u>: Loaded miles are the total distance driven while a passenger is in the vehicle.
- d. <u>Loaded Minutes</u>: Loaded minutes are the total duration of time while a passenger is in the vehicle.
- 9. <u>Termination</u>. Bither Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).
- 10: <u>Indemnification</u>. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, et seq.
- 11. <u>Appropriation</u>. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

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- 12. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.
- 13. <u>Amendment and Assignment</u>. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.
- 14. <u>Facsimiles and Counterparts</u>. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.
- 15. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA: Administrator Contact Person Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority

2307 Wulfsohn Road

Glenwood Springs, CO 81601 Phone: (970) 384-4981 Fax: (970) 945-7386

E-mail: dblankenship@rfta.com

Notice to BOCC: Administrator Sharon Longhurst-Pritt, DHS Director 195 West 14th Street, Building B

Rifle, CO 81650

Phone: (970) 625-5282, Ext 3265

Fax: (970) 625-0927

E-mail: spritt@garfield-county.com

Contact Person For BOCC:

Judy Martin, Senior Programs Manager

195 West 14th Street Rifle, CO 81650

Phone: (970) 945-9191, ext. 3061

Fax: (970) 928-0465

E-mail:jumartin@garfield-county.com

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- 16. <u>Authority</u>. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.
- 17. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action pursuant to this IGA shall lie in Garfield County, Colorado.

Dated:

MINITERIOR CONTRACTOR CONTRACTOR

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INDEX OF ATTACHMENTS

Attachment No. 1: 2023 RFTA Scope of Services

Exhibit A: 2023 Vehicle Inventory Exhibit B: 2023 County Holidays

Attachment No. 2: 2023 Transportation Cost Methodology

Attachment No. 3: 2023 RFTA Budget

Attachment No. 4: Transportation Arithmetic & Assumptions

Table 1 Cost Allocation Basis 2023 Draft Budget

Table 2 Summary of Cost with Adjustments for Glenwood Springs Take Off & Garfield County Contributions

Attachment No. 5: 2023 Combined Congregate Meal, Well & Wise and Transportation Service Costs

Attachment No. 6: 2023 7-Party Memorandum of Understanding

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Attachment No. 1 to Traveler IGA 2023

RFTA SCOPE OF SERVICES

- 1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2023 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.
- 2. <u>Services Provided</u>. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:
 - a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
 - b. Maintain the Traveler schedule including days of the week (currently 5 days a week, Monday through Friday), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
 - c. Deliver meals in East Garfield. Meals at Carbondale and Glenwood Springs meal sites are delivered by Chef Alan Kokish. Traveler will deliver meals from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles.
 - d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
 - e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.
 - f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
 - g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.

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- h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
- i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
- j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
- k. Maintain the confidentiality of all users of the Traveler.
- 1. Participate in the Garfield Emergency Operations when necessary.
- m. Traveler services will be adjusted because of Governor orders or Public Health recommendations. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.

3. Vehicles: RFTA shall:

- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
- b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a "loss payee" or "additional insured," as appropriate, along with the lien holders identified on the vehicle titles or registrations.
- c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2023.
- d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.
- 4. <u>Collection of Revenue</u>: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services and shall not deny services if a passenger cannot contribute.

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RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

- 5. <u>Service Reports and Audit:</u> RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:
 - the actual route hours and miles incurred;
 - specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair;
 - · the number of trips denied and the reasons denied;
 - the use of a waiting list, if a list is required;
 - variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly;
 - amount of program income received from Traveler ridership;
 - number of persons eligible for Traveler service and the number utilizing the service each month; and
 - completed and updated Rider Information including any re-assessments and new functional
 assessments completed during the month and any denied assessment information. Share any
 riders whose status has changed from active to inactive monthly, updated rider information
 such as changes in address or phone numbers.
- 6. <u>Passenger Complaints</u>. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.
- 7. <u>Traveler Drivers:</u> RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:
 - a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
 - b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
 - c. The cleanliness and appearance of the interior and exterior of each van.

8. Transportation Services.

a. <u>Cost Methodology - Transportation</u>: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2023. The remaining fifty

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percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the fully allocated cost of providing services considering the total number of trips, total Loaded Miles, and total Loaded Minutes consumed by each Municipality. Costs will be considered allocable to a Municipality based upon the Initial Pickup Location as defined herein, regardless of the number of trip legs or Municipalities visited by the passenger. RFTA agrees to be responsible for the fully allocated cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated cost of transportation allocable to their municipalities. The BOCC agrees to be responsible for any remaining transportation costs, including any shortfalls in anticipated grant and program funding income.

- b. 2023 Budgeted Contributions: As illustrated in Attachment 2, the total budgeted cost to provide Senior Transportation Services in 2023 is \$776,380.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$35,357.00 and \$771,023.00, respectively, less the amount of \$30,000.00 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals \$311,757.00 plus the 2021 applied RFTA refund from 2021 totaling \$76,433.00 totals \$388,190.00. Anticipated grant and program funding income for 2023 is \$78,494.00 for a total of \$466,684.00. in contributions from the county and from grants and program income.
- c. Allocation of County Contribution and Grant and Program Income: The County's contribution, inclusive of its 50% commitment and anticipated grant and program income, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party's fully allocated cost.
- d. <u>Estimated Contributions</u>: The following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the Traveler costs. The amounts shown are based on the 2023 budgeted amounts identified above and a forecast of ridership and services levels for 2023.

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	•				Est. Allocation	
					of County	
	Est. One-				Contribution,	
	Way	Est.			Grants &	Est. Net
Municipality	Passenger	Loaded	Est. Loaded	Est. Fully	Program	Responsibility for
	Trips	Miles	Minutes	Allocated Cost	Income	Each Municipality
Carbondale	59	456	1,375	\$5,762	\$2,813	\$2,949
Glenwood	3,328	9,745	54,103	\$242,992	\$118,614	\$124,377
Springs				**	1	
Newcastle	716	9,376	22,051	\$89,017	\$43,453	\$45,564
Silt	68	243	977	\$4,750	\$2,319	\$2,431
Rifle	4,079	8,137	53,816	\$262,522	\$128,148	\$134,374
Garfield County	1,391	18,389	42,003	\$171,338	\$171,338	-
Total	9,641	46,346	174,325	\$776,380	\$466,684	\$309,696

- e. <u>Monthly Billing</u>: RFTA will pay directly for the full allocated net costs attributable to its member jurisdictions and each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.
- f. Annual Reconciliation and True-up: No later than February 15, 2024, RFTA will publish a reconciliation statement. Actual expenditures for the 2023 year will be allocated based on the actual one-way passenger trips and estimated load miles and loaded minutes provided to the Parties in 2023. If the total fully allocated costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

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EXHIBIT "A" TO ATTACHMENT 1 2023 TRAVELER VEHICLE INVENTORY

January 2023 Traveler Vehicles

Vehicle			Accessibility	Seating		License			
Number	Year	Vehicle Make & Model	Features/Uses	Capacity	Staging Area	Number	VIN	Owned By	Fuel Tye
G01	2000	2000 FORD WINDSTAR	Admin	7	Fogging	075HTP	2FMZA5141YBA71684	RFTA	Gas
G07	2006	2006 TOYOTA SIENNA	Admin	5	Primary Rifle	794JCI	5TDZA23C16S460666	RFTA	Gas
G08	2007	2007 E-450 CUTAWAY	Mid-LIFT 2WC	14	GMF / Rifle	796JCI	1FDXE45S76DB15709	RFTA	Gas
G11	2009	2009 FORD E450	Mid-LIFT 2WC	14	· GMF / Rifle	377VHC	1FDFE45SX9DA61905	Traveler	Gas
G12	2009	2009 FORD E450	Mid-LIFT 2WC	14	GMF / Rifle	378VHC	1FDEE35L49DA88564	Traveler	Gas
C12	2013	FORD EXPLORER	Admin	8	Primary / Blake	703DBF	1FM5K8D81DGB59245	RTFA	Gas
G14	2015	2015 GLAVAL BUS	REAR LIFT 2WC	14	GMF	528RUQ	1FDFE4FS9FDA12107	Traveler	CNG
G15	2015	2015 GLAVAL BUS	REAR LIFT 2WC	14	GMF	529RUQ	1FDFE4FS6FDA30502	Traveler	CNG
G16	2018	2018 GOSHEN IMPULSE E450 2WD	REAR LIFT 2WC	14	GMF / Rifle	OHK929	1FDFE4FS0JDC31000	Traveler	Gas
G17	2018	2018 GOSHEN IMPULSE E450 2WD	REAR LIFT 2WC	14	GMF / Rifle	OHK930	1FDFE4FS2JDC31001	Traveler	Gas
G18	2021	2021 ELKHART COACH ECII	REAR LIFT 2WC	14	GMF / Rifle	CDNN77	1FDFE4FN6MDC21859		Gas
G19	2021	2021 ELKHART COACH ECII	REAR LIFT 2WC	14	GMF / Rifle	CDNN78	1FDFE4FN2MDC21860	Traveler	Gas

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EXHIBIT "B" TO ATTACHMENT 1 2023 GARFIELD COUNTY HOLIDAY SCHEDULE

Monday, January 2nd – New Year's Day
Monday, February 20th – President's Day
Monday, May 29th – Memorial Day
Tuesday, July 4th – Independence Day
Monday, September 4th – Labor Day
Friday, November 10th – Veteran's Day
Thursday, November 23rd – Thanksgiving Day
Friday, November 24th – Post Thanksgiving Day
Friday, December 22nd – Christmas Eve Day
Monday, December 25th – Christmas Day

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Attachment No. 2: 2023 Transportation Cost Methodology

Cost Methodology-2023

Transportation Budget		Annual
Wages	\$	21,116
Employee Benefits		11,440
Communication	\$	200
Motor Pool Charges	\$	50
Training	\$	200
Office Supplies	\$ \$ \$ \$ \$	200
Computer Supplies	S	200
Freight, Postage, Delivery	\$	200
Total County Expenses	\$	35,357
RFTA	Ŕ	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
MINUS GWS Paratransit	\$	30,000
Total Net RFTA Expenses	s	741,023
Total Expenses	\$	776,380
Less Program Incomo	\$	5,600
Less CSBG	\$ \$	61,494
Less Mt. Valley Development	5	11,500
Total G/P Income	\$	78,494
County Net 50% Share	8	311,757
2021 Refund Applied	\$	76,433
Total County 50% Share	8	388,190
Total Revenue	\$	466,684
Total Expenses	\$	776,380
Revenue less expensos	\$	309,696
Municipal Budget Share		
for Distribution	\$	309,696

Staff: 32% Manager 7% Prog Coordinator

2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	59	456	1,375	\$ 5,762	S 2.813	\$ 2,949
Glenwood Springs	3,328	9,745	54,103	\$ 242,992	\$ 118,614	\$ 124,377
New Castle	716	9,376	22,051	\$ 89,017	\$ 43,453	\$ 45,584
Silt	68	243	977	\$ 4,750	\$ 2,319	\$ 2,431
Riffe	4.079	B.137	53,816	\$ 262,522	\$ 128,148	\$ 134,374
Garfield County	1,391	18,389	42,003	\$ 171,338	\$ 171,338	\$ -
Total	9,641	46,346	174,325	\$ 776,380	\$ 466,684	\$ 309,696
Check Total	9,641	46,346	174,325	\$776,380	\$468,684	\$309,696

\$ (59,887)

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19 of 23 Rep Fee:\$0.00 Doc Fee:0.00 Subtract Training Subtract Training Committee Compressed Rataria Control Feeling Control Fe \$ 168.270 \$ (0)

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Ther Standag Sources	Total Traveler's Expenditures	Unleaded Fuel Compressed Haural Gas Soltmare Support Soltmare Support Soltmare Support	perating Expenditures Repairs-Third physevices Drug & Maches Testing DOI 15ams Equipment	Admin Der cheed Inde Seary Consulting Arhide Insurance Ultra Neural Velephone/Communications Staff Training Training Training Training Solutions Solutions Traveler's Admin Operating Expenditures	Compensation Administration Administration Administration Transportation Supervisor Transportation Supervisor Transportation Supervisor Transportation Trans	SEMEMENT OF RAVENUES TRAVELET'S REVENUES REVENUES Carried County Contributions - Software Support Certific County Contributions - Software Support Total Travelet's Revenues EMPENDITURES EMPENDITURES
	\$ 607,618	\$ 6,605 \$ 5,550 \$ 10,228 \$ 47,639	\$ 24,502 \$ 29 \$ 725 \$ 725	\$ 40,000 \$ 5,000 \$ 6,545 \$ 10,373 \$ 10,373 \$ 558 \$ 110 \$ 77,208	\$ 24,041 \$ 29,471 \$ 32,292 \$ 83,292 \$ 83,295 \$ 21,058 \$ 21,058 \$ 21,058 \$ 2,503 \$ 2,503 \$ 2,503 \$ 4,713 \$ 4,713 \$ 40,771 \$ 40,771	2021 Audited Amount \$ 400,348 \$ 20,000 \$ 439,348
accion to make a supposed to	\$ \$40,595 \$ 176,740 \$ 770,120 \$ 690,735 \$ 29,943	\$ 5,472 \$ 2,177 \$ 8,600 \$ 11,000 \$ (2,400) \$ 5,391 \$ 1,570 \$ 1,570 \$ 8,800 \$ 11,000 \$ (2,400) \$ 5,000	\$ 25,914 \$ 8,085 \$ 35,000 \$, 30,000 \$ 5,000 \$ 240 \$ 432 \$ 673 \$ 672 \$ \$ 573 \$ 99 \$ 673 \$ 673 \$	\$ 10,000 \$ 10,000 \$ 40,000 \$ 4.500 \$ 4	\$ 74.505 \$ 24.606 \$ 101.113 \$ 100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.113 \$ 2.100.306 \$ 2.100 \$ 2.10	2022 Projection (as of 10/19/2022) 2022
	~ ~	\$ 13,000 \$ 2,000 \$ 8,000 \$ 1,410 \$ 55,514 \$ 6,410	5	\$	\$ 11,700 \$ 11,400 \$ 11,700 \$ 11,400 \$ 1,700 \$ 23,000 \$ 10,700 \$ 23,000 \$ 11,700 \$ 40,000 \$ 11,700 \$ 40,000 \$ 11,700 \$ 40,000 \$ 12,700 \$ 40,000 \$ 12,700 \$ 40,000 \$ 12,700 \$ 1,200 \$ 12	2023 Preliminary Budget (as of 10/22/2022) 2024 Preliminary Budget (as of 10/22/2022) 2024 Preliminary Budget (as of 10/22/2022) 2025 Preliminary Budge
Andreas and the second and the secon		Euel charged internally at 6FTA; Assumes \$1,000 total mites budgeted in 2023 with 49,000 miles budgeted in 2023; Projected milesge in 2072 is 41,000 miles. 2023 budgeted miles are approximately equal to 2022 budgeted miles. Roycle Match Software Support (84% allocation of total cost to the Francier); additional license and hosting fees for one additional user.	fridades repairs performed at INTA Facilites and Just purchased at Garfield County, Fuel is based on approximately 34,000 miles budgeted in 2023; Projected miles in 2023 is 30,000. Assumes a 10% increase in fuel, purc, and shipping cotts. Status quo	Status quo. Doe time consultire feet in 2021 for cost a liceation model (CROSEDS-MOREON-COST) (CROSEDS-MOREON-C	Experience TET - Assumes potential wage adjustment and a ment increase up to 8% relef Supervisor Job Position not budgeted in 2022; will not be budgeted in 2022; coll not be budgeted in 2022 for the state of the s	Notes Notes Results (200)



Attachment No. 3: 2023 RFTA Budget

Attachment No. 4: Transportation Arithmetic & Assumptions Table 1. Cost Allocation Basis Draft Budget

2023 Budget

Compensation		Amount	Cost Category
Administration	\$	68,000	Fixed
Transportation Supervisor	\$	111,700	Fixed
Relief Supervisor			
Bus Operator 3 (FTYR)			
Bus Operator 2 (PTYR)	\$	47,840	Variable
Bus Operatorâ€Non CDL(FTYR)	\$	213,700	Variable
Mechanics	\$	32,000	Variable
Overtime Pay	\$	6,000	Variable
Alt Activity	\$	2,550	Variable
Bonus Pay	\$	1,750	Variable
Shift Pay	\$	4,600	Variable
Separation Pay	\$	-	Variable
Fringe Benefits	\$	67,000	Variable
Health Insurance	****	68,100	Variable
Subtotal Traveler's Compensation Expenditures	\$	623,240	
Admin Operating Expenditures			
Admin Overhead	\$	40,000	Fixed
Third Party Consulting	٧	40,000	, incu
Vehicle Insurance	\$	9,000	Fixed
Office Rental	Š	19,703	Fixed
Telephone/Communications	Š	11,000	Fixed
Staff Training	Ś	1,000	Variable
Travel	Š	756	Fixed
Office Supplies	Š	550	Fixed
Postage	Ś	200	Fixed
Subtotal Traveler's Admin Operating Expenditures	\$ \$ \$ \$ \$ \$ \$	82,209	·
Operating Expenditures	791		
Repairsa@hird pty sevices	\$	33,000	Variable
Drug & Alcohol Testing	\$ \$	672	Variable
DOT Exams	\$	672	Variable
Equipment			
Unleaded Fuel	\$	13,000	Variable
Compressed Natural Gas	\$ \$ \$ \$	8,000	Variable
Software Support	\$	10,230	Fixed
Subtotal Traveler's Operating Expenditures	\$	65,574	Variable
Total Traveler's Expenditures	\$	771,023	=
	A. Contraction		=;

Table 2

Summary of 2023 Budgeted Costs by Cost Driver with Adjustments for Glenwood Takeoff & County Contributions

		Total							
	E	Budgeted							
	E	xpense by				1	Garfield		
		Cost					County		
	1	Mocation		Gle	nwood	Adr	ninistrative	•	Traveler
Cost Allocation Expense Category	_ (Category	Distribution	ADA	Takeoff	ı	Expense		Costs
Variable Hours (Loaded Minutes)	5	413,884	53,68%	5	16,104	S		5	397,780
Variable Miles	5	86,000	11.15%	5	3,346	5	-	S	82,654
Fixed	5	271.139	35.17%	\$	10,550	\$	35,357	S	295,946
Total	5	771,023	100.00%	5	30,000	\$	35,357	5	776,380

Garfield County 50% Contribution, Grants and Program Income

Garfield County 50% Contribution	5	5	388,190
Estimated Grants and Program Income		5	78,494
Total County Contribution, Grants and Program Income	9	5	466,684

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Attachment No. 5:

2023 Combined Congregate Meal, Well & Wise and Transportation Service Costs

COMBINED CONTRIBUTION BREAKDOWN

Judzaleslaa Cahandale Glenebod Springs Ten Caste 301 Calle Gadield County	2023 Harition Contaburate \$10,520,005 \$22,530,76 \$6,910,43 \$11,910,62 \$50,301,93 \$236,671,60	7013 Transportation Contribution \$2,949,00 \$124,377,00 \$45,564,00 \$2,431,00 \$134,374,00 \$238,190,00	Well & Wise Cauribusan	2023 Total Complusions \$13,882,06 \$177,083,76 \$51,414.16 \$17,437,62 \$184,754.00 \$622,549,60	FITA Transportation Contribution \$2949.00 \$124,377.09 \$45,554.00	2023 Nutrition Costabilition \$18,928.05 652,625.74 D5-910.75 \$14,976.62 \$59,231.50 \$225,771.60	Transportation Contribution \$2,431,00 \$134,374,03 \$383,150,00		Not Adjusted Total \$10.920.06 \$52,686.76 \$5,910.78 \$17,407.82 \$184,755.98 \$632,549.60
Foliate .	\$370,5t3000	5697,685.69		รเลขาฉริเลอ	\$172,030.00	\$370,549.00	521,53500	7,550,00	\$901231.00

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Attachment No. 6 to Traveler IGA 2023

7-Party Memorandum of Understanding 2023