GRANT OF FUNDS

BY THE GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

Recipient: **Roaring Fork Transportation Authority – Grand Avenue Bridge Transit Mitigation Program**
Address: **0766 Industry Way, Carbondale, CO 81623**
Award: **$25,000.00**

This Grant of Discretionary Funds ("Grant") is awarded by the Board of County Commissioners of Garfield County ("BOCC") from its Commissioners' Discretionary Fund to Recipient on the terms and conditions set forth in this Grant:

1. Use of Funds. Recipient agrees to use the funds awarded by the BOCC for the public purposes and in the manner represented to the BOCC in Recipient's request for funds, attached as **Attachment A**, and as represented to the BOCC at the regularly schedule BOCC meeting on **November 14, 2016** and to honor any and all conditions placed upon the use of funds specified by the BOCC. Any condition precedent to the release of grant funds required by the BOCC is defined in **Attachment B**. The Grant is awarded for the benefit of the Citizens of Garfield County consistent with this paragraph.

2. Duty to Cooperate. In accepting these funds, Recipient agrees to provide documentation requested by the BOCC or its designee regarding use of the grant funds and to cooperate with the BOCC and its designee in every way to ensure that the funds are utilized in furtherance of the identified public purpose.

3. Right to Inspect and Audit. In accepting these funds, Recipient grants to the BOCC or its designee the right to inspect and audit all books and records and to access any property necessary to confirm satisfaction of all conditions precedent and to ensure that the awarded funds are used for the purposes granted. The BOCC shall have this right for one year from the date the last payment is made to Recipient, unless extended as a condition of the Grant.

4. Grant Award. In reliance upon the representations of Recipient and in consideration of the terms and conditions stated in this Grant, the BOCC awards to Recipient the amount of **TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)** (the "Award").

5. Invoice Required. Payment of the Award will be made following (a) Recipient's signature on this Grant, (b) proof of satisfaction of all conditions precedent identified in Attachment B, if any, and (c) submission of an invoice or invoices to:
Vola Mercer, 108 8th Street, Suite 101, Glenwood Springs, Colorado 81601

6. Return of Funds. If Recipient does not perform the work or services for which the Award has been granted or does not otherwise spend the Award for the use specified within the time frame represented in **Attachment A**, or within six months of payment, whichever occurs first, Recipient shall return all unused funds to the BOCC. Recipient shall also return or repay all portions of the Award that the BOCC, in its discretion after requesting documentation or

exercising its right to audit or inspect Recipient's records, determines to have been spent on goods or services outside the scope of this Grant.

7. Release and Indemnification. Recipient agrees to release, indemnify and hold the BOCC and Garfield County harmless from any and all claims, causes of action, damage, liability and cost and expenses (including litigation costs and attorneys' fees), whether by Recipient or a third-party, against or incurred by the BOCC or County as a result of Recipient's application for or use of the Award.

8. Recipient Acknowledgement. Recipient has read this Grant Agreement, understands that it is the intention of the BOCC to ensure that the Award is used for the public purpose(s) granted and to avoid any and all liability, claims, demands or damages related to the award and use of the grant funds, whether by Recipient or any third-party, and Recipient concurs with those intentions. By executing this document and accepting these funds, Recipient acknowledges its release of the BOCC and the County from all claims, damages, injuries, losses or liabilities, now and in the future, whether currently known or unknown.

ATTEST:

GRANTOR: BOARD OF COUNTY COMMISSIONERS GARFIELD COUNTY, COLORADO

_____
Clerk to the Board

By: _____
John Martin, Chair

Date: _____

RECIPIENT:

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Grant Agreement was acknowledged before me this _____ day of _____, 2016 by _____, as an authorized representative of the Recipient.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
Notary Public

ATTACHMENT A
TO
GRANT OF DISCRETIONARY FUNDS
FROM THE GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

RECIPIENT'S WRITTEN SUBMISSIONS

See Attached

Roaring Fork Transportation Authority

October 28, 2016

Board of County Commissioners
Garfield County
108 8th Street, Suite 213
Glenwood Springs, CO 81601

Dear Board of County Commissioners:

Thank you very much for your willingness to include a $703,000 contribution to RFTA in your 2017 budget, to help support the Grand Hogback commuter bus service. The County's contribution will be instrumental in enabling RFTA to maintain this service for another year.

At your September 19th meeting, I provided you with an update regarding RFTA's transit mitigation plan for the closure of the Grand Avenue Bridge during the summer/fall of 2017. I indicated that RFTA plans to augment the City's Ride Glenwood bus service and nearly double the frequency of the Grand Hogback commuter bus service between Glenwood Springs and Rifle, extending peak period services to Parachute, in order to help reduce traffic congestion. Also, to encourage maximum ridership during the bridge closure, RFTA plans to provide the service free. The cost of the increased service will be partially offset by a $335,000 grant from the upper valley Elected Officials Transportation Committee.

Subsequently, after consulting with CDOT, the City of Glenwood Springs, and the RFTA Board, RFTA's service plan is been modified. Originally the service plan envisioned a 90-day bridge closure, with the ramped up transit services only operating 5 days per week. Now, it is anticipated that the closure could be as long as 117 days and, in order to provide consistency, the services will operate 7 days per week. This will add $146,000 to the overall cost of the transit mitigation for the bridge closure, bringing the total estimated cost to $481,000. In addition, RFTA estimates that waiving the fares during the 117-day closure could amount to the loss of approximately $80,000 in fare revenue. And, depending upon the demand for the services, RFTA could incur an unknown amount of additional costs for backup buses.

When this issue was discussed with the RFTA Board, I was directed to reach out to potential funding partners to gauge whether any might be willing to help defray these additional costs. I informed the Board that Garfield County is forecasting a downturn in its revenue for 2017, but that it had still indicated a willingness to increase its traditional support for the Hogback bus service in 2017 by 3% over 2016, and also that it is contributing $3 million to the Grand Avenue Bridge project. Consequently, I was not overly optimistic that the County would be in a position to contribute more to RFTA for the transit mitigation services, but I agreed to ask. To that end, I respectfully request the Board of County Commissioners to consider contributing whatever it can afford to help RFTA defray the additional $146,000 cost of the transit mitigation services. If you are unable to make a commitment now, perhaps you would be willing to consider the request later in 2017, after you have an opportunity to see what the financial outlook is based on actual experience.

Thank you very much for your consideration of this request.

Sincerely,

Dan Blankenship

Dan Blankenship
Chief Executive Officer

ATTACHMENT B
TO
GRANT OF DISCRETIONARY FUNDS
FROM THE GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

CONDITIONS OF GRANT AWARD

Prior to release of the funds conditionally awarded pursuant to this Grant, Recipient shall provide written proof to the address identified in paragraph 4 of the Grant or as otherwise specified below that the following conditions established by the BOCC have been satisfied:

1.

2.

3.