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.

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. Purpose of this Agreement. 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. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2023, regardless of the dates signed and shall terminate on December 31, 2023.

4. Senior Services to be Provided. 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. Congregate Meal Services. 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. Cost Methodology - Nutrition: 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.

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. Transportation Services. 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. Initial Pickup Location: 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. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.

d. Loaded Minutes: 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.

10. Allocation of County Contribution and Grant and Program Income: 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. Estimated Contributions: 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.

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	$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. Monthly Billing: 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.

13. 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

($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. RFTA's Estimated Cost: 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. COVID 19 Accommodations. Traveler services will be adjusted because of Governor orders or Public Health recommendations.

15. Combined Costs: 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. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

19. Authority. 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. Notice. 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

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:

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

_____
Clerk to the Board

By:_____
John Martin, Chairman

DATED: _____

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

ATTEST:

_____

City Clerk

CITY OF GLENWOOD SPRINGS, COLORADO

By:_____

Jonathan Godes , Mayor

DATED: _____

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

By:_____

Dan Blankenship , Chair

DATED: _____

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

ATTEST:

_____

Town Clerk

TOWN OF CARBONDALE, COLORADO

By:_____

Ben Bohmfalk, Mayor

DATED: _____

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

ATTEST:

Town Clerk

TOWN OF SILT, COLORADO

By: Keith B Richel

Keith Richel, Mayor

DATED: Nov 21, '22

TOWN OF SILT
SEAL
COLORADO

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

ATTEST:

_____

Town Clerk

TOWN OF NEW CASTLE, COLORADO

By:_____

Art Riddile, Mayor

DATED: _____

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

ATTEST:

_____

City Clerk

CITY OF RIFLE , COLORADO

By:_____

Ed Green, Mayor

DATED: _____

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

ATTACHMENT A

2023 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

Nutrition Budget		Annual
Wages	$	153,757.00
Employee Benefits	$	58,149.00
Professional - Other	$	341,723.00
Repair and maintenance	$	200.00
Rental of Land & Buildings	$	1,000.00
Communications	$	550.00
Printing and Binding	$	150.00
DHS - Destruction of Records	$	250.00
Travel	$	300.00
Motor Pool Charges	$	13,000.00
Professional Affiliations	$	100.00
Training	$	600.00
Office Supplies	$	1,000.00
Operating Supplies	$	11,000.00
Computer Supplies	$	400.00
Freight, postage, Delivery	$	2,700.00
Copy Machine Usage	$	1,300.00
Food - non travel related	$	3,500.00
Computers & computer equipment	$	2,000.00
Total 12 Month Budget		**$591,679.00**
Less AAA funding	$	190,631.00
Less NSIP Incentives	$	12,500.00
Less Program Income	$	17,000.00
Grant & Program Income Total	**$**	**220,131.00**
40% County Share of Total Expenses	$	236,671.60
Garfield County Share	**$**	**236,671.60**
Projected Income/County Share	$	456,802.60
Income less expenses		$134,876.40
Municipal Budget Share for Distribution		**$134,876.40**

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES								
2023			*Municipal*	*2022*			*2021*	
Jurisdiction	*# of Meals Served*	*Percent of Total*	*Nutrition Contribution*	*# Meals*	*Contributions*		*# Meals*	*Contributions*
Carbondale	1,284	8.10%	**$10,920.06**	1,157	$	8,555.53	1,306	$ -
Glenwood Springs	6,195	39.06%	**$52,686.76**	6,812	$	50,371.89	4,875	$ -
New Castle	695	4.38%	**$5,910.78**	996	$	7,365.00	723	$ -
Silt	1,761	11.10%	**$14,976.82**	1,778	$	13,147.57	2,074	$ -
Rifle	5,924	37.35%	**$50,381.98**	7,529	$	55,673.81	6,420	$ -
Municipal Total	***15,859***	***100.00%***	***$134,876.40***	18,272	$	135,113.80	15,398	$ -
Garfield County	***5,073***			3,325			3,265	
Parachute	-			-			-	
Grand Total	***20,932***			21,597			18,663	
Based on July 2021 - June 2022 Usage				Based on July 2020 - June 2021			Based on July 2019 - June 2020	

ATTACHMENT B

2023 TRANSPORTATION BUDGET AND COST METHODOLOGY

Transportation Budget		Annual
Wages	$	21,116
Employee Benefits	$	11,440
Communication	$	200
Motor Pool Charges	$	50
Training	$	200
Office Supplies	$	200
Computer Supplies	$	200
Freight, Postage, Delivery	$	200
Total County Expenses	$	*35,357*
RFTA	$	771,023
MINUS GWS Paratransit	$	*30,000*
Total Net RFTA Expenses	$	*741,023*
Total Expenses	$	*776,380*
Less Program Income	$	5,500
Less CSBG	$	61,494
Less Mt. Valley Development	$	11,500
Total G/P Income	$	78,494
County Net 50% Share	$	311,757
2021 Refund Applied	$	76,433
Total County 50% Share	$	388,190
Total Revenue	$	466,684
Total Expenses	$	*776,380*
Revenue less expenses	$	309,696
Municipal Budget Share for Distribution	$	309,696

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	$ 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	$ 45,564
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**
Check Total	9,641	46,346	174,325	$776,380	$466,684	$309,696
Difference =/-	-	-	-	-	-	-

ATTACHMENT C:

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

COMBINED CONTRIBUTION BREAKDOWN

Jurisdiction	2023 Nutrition Contribution	2023 Transportation Contribution	2023 Well & Wise Contribution	2023 Total Contributions	RFTA Transportation Contribution	2023 Nutrition Contribution	2023 Transportation Contribution	2023 Well & Wise Contribution	2023 Net Adjusted Total
Carbondale	$10,920.06	$2,949.00	-	$13,869.06	$2,949.00	$10,920.06	-	-	$10,920.06
Glenwood Springs	$52,686.76	$124,377.00	-	$177,063.76	$124,377.00	$52,686.76	-	-	$52,686.76
New Castle	$5,910.78	$45,564.00	-	$51,474.78	$45,564.00	$5,910.78	-	-	$5,910.78
Silt	$14,976.82	$2,431.00	-	$17,407.82		$14,976.82	$2,431.00	-	$17,407.82
Rifle	$50,381.98	$134,374.00	-	$184,755.98		$50,381.98	$134,374.00	-	$184,755.98
Garfield County	$ 236,671.60	$388,190.00	7,688.00	$632,549.60		$236,671.60	$388,190.00	7,688.00	$632,549.60
Totals	$371,548.00	$697,885.00	7,688.00	$1,077,121.00	$172,890.00	$371,548.00	524,995.00	7,688.00	$904,231.00