A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **MONTBELLO DOWNTOWNER**, **LLC**, a Florida limited liability company, registered to do business in Colorado whose address is 515 N Flagler Dr., Suite 350, West Palm Beach, FL 33401 (the "Consultant"), jointly "the Parties".

The parties agree as follows:

1. **COORDINATION AND LIAISON**: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of the Department of Transportation & Infrastructure ("**Executive Director**") or, the Executive Director's Designee.

2. **SERVICES TO BE PERFORMED**:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the design services and produce all the deliverables set forth on **Exhibit A,** the Scope of Work, to the City's satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM**: The initial term of this Agreement shall commence upon execution and shall end three years thereafter. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event, however, shall the Consultant's performance under this Agreement, including any extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **FIVE**

MILLION NINE HUNDRED AND NINETY-ONE THOUSAND SIX HUNDRED AND EIGHTY-ONE DOLLARS AND NO CENTS ($5,991,681.00) for fees. Amounts billed may not exceed the rates set forth in **Exhibit B**.

b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the rates in **Exhibit B.**

c. **Invoicing**: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE MILLION NINE HUNDRED AND NINETY-ONE THOUSAND SIX HUNDRED AND EIGHTY-ONE DOLLARS AND NO CENTS ($5,991,681.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT**: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION**:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable

statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. The Consultant shall at all time comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the

Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance**: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance**: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $1,000,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $1,000,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. **Commercial General Liability**: The Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. **Business Automobile Liability**: Consultant shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. **Technology Errors & Omissions including Cyber Liability**: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

j. **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of $2,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

10. DEFENSE AND INDEMNIFICATION

a. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting

from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Consultant shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq*. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. **ASSIGNMENT; SUBCONTRACTING**: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. **CONFLICT OF INTEREST**:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Department of Transportation and Infrastructure
201 West Colfax Avenue
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. **DISPUTES**: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

22. **COMPLIANCE WITH ALL LAWS**: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. **LEGAL AUTHORITY**: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

24. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not

be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

25. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. **INTELLECTUAL PROPERTY RIGHTS**: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. **ADVERTISING AND PUBLIC DISCLOSURE**: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City.

The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or

refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Consultant's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

35. **COMPLIANCE WITH GRANT REQUIREMENTS**: Consultant acknowledges that this Agreement is funded by Regional Transportation District (RTD) funding agreements which are attached as **Exhibit D**. Consultant shall comply with the terms and conditions of **Exhibit D**.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]

Contract Control Number: DOTI-202475705-00
Contractor Name: Montbello Downtowner, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202475705-00
Contractor Name: Montbello Downtowner, LLC

By: DocuSigned by: Travis Gleason 0EF9E1D142DA42C...

Name: Travis Gleason
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

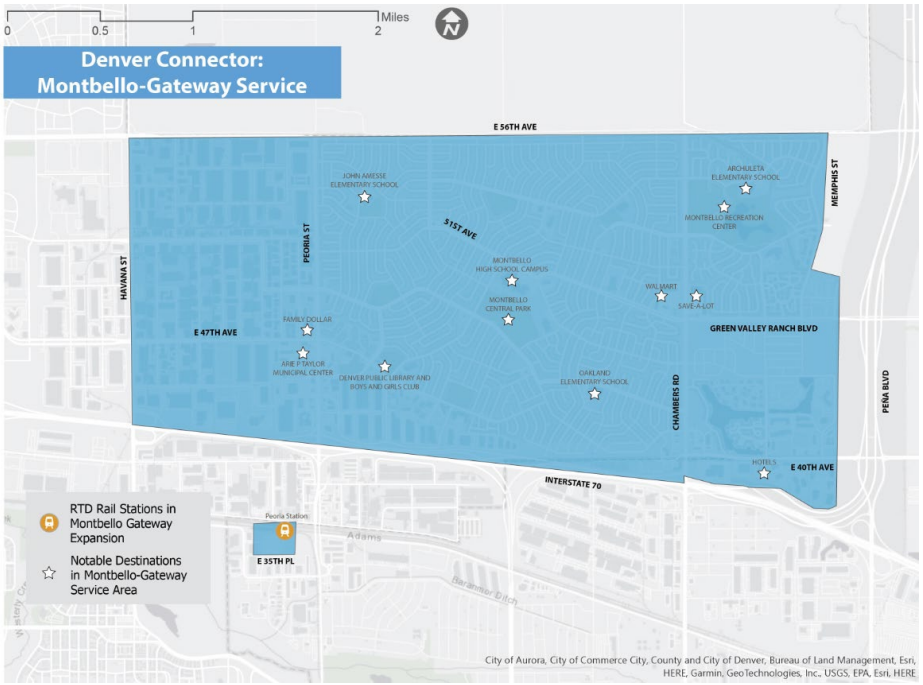
Title: _____
(please print)

EXHIBIT A

Connector Microtransit Scope of Work

Service Level

1. In the Montbello/Gateway service area, the Connector shall operate from 6am to 8pm every weekday Monday through Friday. The service shall have a target pickup time of 30 minutes or less after a trip is booked.



2. In the Globeville, Elyria-Swansea service area the Connector shall operate from 6am to 8pm every weekday Monday through Friday. The service shall have a target pickup time of 30 minutes or less after a trip is booked.

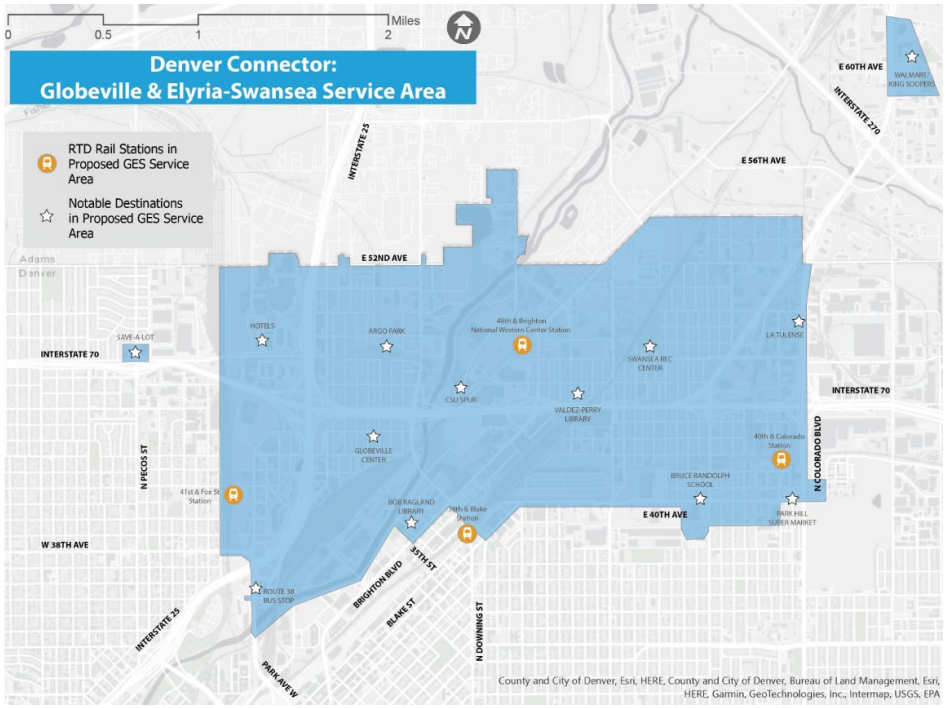
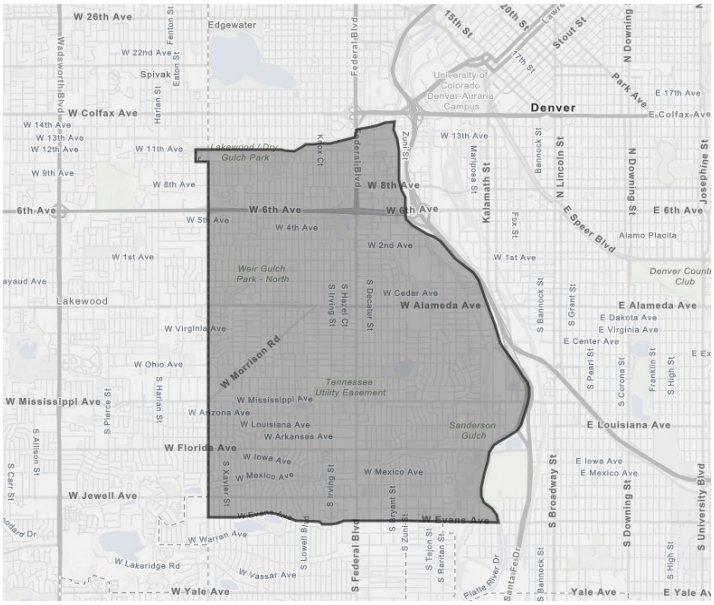


EXHIBIT A

3. In the yet to be finalized West Denver service area; similar service span, operating days of week and trip response time goals should be expected. The planning area will start with a larger geography and refined into an area with similar characteristics to the other two Connector service areas.

   This is a West Denver Planning Area map for refinement to take place in early through mid-2024.



Trip Booking

- The Contractor shall utilize dynamic routing and trip aggregating software to batch and organize trips, otherwise unavailable for the City to directly own and operate, which provides the most efficient use of City resources that are used to fund this service.
- The Contractor shall furnish all trip booking services at minimum, in both English and Spanish in all service areas.
- At the City's discretion, the Contractor may expand its service by adding services for additional languages.
- The Contractor shall furnish, operate and maintain mobile device booking app(s) in both iOS and Android operating systems which allow users at minimum, to interact and book rides with the trip booking in both English and Spanish.
- The Contractor shall furnish, operate and maintain a call center to provide customer service and perform trip booking functions at minimum in both English and Spanish for hours of service which match or exceed the daily hours of operation of the Connector service.
- The Contractor shall make the user aware of all relevant policies and trip rules at the time of booking.
- The Contractor is prohibited from charging a fee to the customer for the use of the Connector; however, at the City's sole discretion, the City may elect to charge a fee for fares in one or more service areas. In the event the City decides to charge passengers for use of the Connector, the City and the Contractor will negotiate an amount of the fee to be retained by the Contractor.
- The Contractor shall have the ability to optimize service design and its trip matching algorithm to ensure a higher number of booked trips that are shared with other booked trips so the Connector can fulfill its mission as a public transportation service, and not a taxi/Uber/Lyft replacement.

- The Contractor shall have advance trip booking capability to prioritize users with mobility needs that are accounted for prior to the point in time their trip is needed.

Trip Servicing

- The Contractor shall ensure professional and courteous drivers are the standard at all times for the Connector.
- The Contractor shall allow for modifications in policy by the City which at minimum include: passenger wait time for pickup, in trip time spent on-vehicle, trip pickup and dropoff locations and ability to influence the number of shared trips on a vehicle at any given time.
- Vehicles providing trips shall be clean and in safe working order while in-service fulfilling rides to Connector passengers.
- The Contractor shall service mobility impaired trip requests with a wheelchair lift equipped vehicle or Wheelchair Accessible Vehicles ("WAV").
- In pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, the requires the Contractor to adhere to the following objectives in booking and provision of service. The objectives of Title VI include:
    - Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner.
    - Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin.
    - Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.
- For the purposes of achieving these objectives, the Contractor will be treated as an extension of the City for adherence to the objectives of Title VI.

Connector Marketing and Outreach

- The Contractor shall conduct marketing and engagement for the Connector service.
- All marketing and engagement from the Contractor shall include advertising and inform the community of the availability of the Connector and how to use it.
- The Contractor should identify any role for the City and its partners in marketing and outreach, if necessary.
- To effectively market the newly launched West Denver Connector to communities, the Contractor shall perform the following activities to ensure those on the Westside who could benefit from the service are both aware of its availability and learn how to use it.
    - Wrap all Connector vehicles operating in the West Denver Service Area with the preapproved branding and contact information
    - In coordination with the City, develop images and messaging about the West Denver Connector, and sponsor promotion of targeted advertisements using that content to potential users of the service on social media sites such as Facebook
    - Engage in grassroots door-to-door advertisement of the service, building awareness of its availability and sharing how to use it with sites identified in coordination with the City. These shall include; Denver Housing Authority locations, social service facilities, community centers and other trip generators in the service area. The City will furnish a list of these locations within the service area.
    - Distribute flyers and mailers in high visibility locations to build awareness of the service availability.

- In coordination with the City, participate in public events in the which the Connector can be showcased and demonstrated to educate others about it.

Operations Management and Oversight

- The Contractor shall furnish a Connector Operations Manager, who is responsible and actively managing day-to-day operations in Denver, resolving any issues in service as quickly as possible.
- The Contractor shall provide a phone number or direct access to the Connector Operations Manager or proxy, at minimum, during in-service hours.
- The Contractor shall participate in weekly meetings with the City, providing updates on Connector operations, customer relations, issues of celebration or concern for monitoring.
- The Contractor shall maintain a record of daily issues encountered such as service interruption, customer complaints and resolution, accidents/other incidents and provide this information in periodic management meetings with the City.
- The Contractor shall provide the ability for riders to provide feedback on their driver and overall service experience. The Contractor shall routinely report this information back to the City with actions taken, if needed, to ensure a service that exceeds expectations.

Staffing

- The Contractor shall furnish all necessary staff to operate and day-to-day manage the Connector. This includes W-2 employee drivers and dispatch/operations manager(s).
- The Contractor shall provide all labor required to make daily pullout of vehicles into Connector service consistent with contract requirements.
- The Contractor shall establish and implement a drug and alcohol testing program for vehicle operators that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process.
- Any Connector vehicles the Contractor uses in provision of Public facing service, shall not require a Commercial Drivers License (CDL).

Fleet

- The Contractor will furnish all fleet, vehicle storage, maintenance and fueling of vehicles it shall operate, describing where vehicles will be stored and how fueling and charging will be accomplished.
- The Contractor shall submit a list of proposed vehicle year, make, models, capacity and propulsion it intends to operate for the Connector. The City desires to maintain some degree of electrification of fleet in the Connector within this service contract.
- The Contractor shall provide information about how its offering accomplishes 'Electrification & Decarbonization'
- The Contractor shall propose a fleet mix for Connector operations which has capability to serve a wheelchair requested trip, with operation that provides the maximum capacity for moving people, while maintaining electrification goals to the maximum extent practicable
- The Contractor fleet shall have the ability to be operated in inclement weather such as cold or snow
- The Contractor shall operate the Connector with vehicles that are no more than 5 years old
- The Contractor shall propose how it will schedule preventative maintenance and perform any necessary repairs to the fleet to maintain seamless Connector operation

EXHIBIT A

- The Contractor shall be responsible for all vehicle wrapping consistent with the brand and wraps found on the existing Connector service (image below).

- With maximizing capacity & grouped rides, reliability, ease of repair & maintenance, top-notch safety features and decarbonization in mind, the Plug-in Hybrid Chrysler Pacifica and Wheelchair-Accessible Ford Transit shall be the initial fleet types for consideration at launch.
- The Contractor commits to work in coordination with the City to update its fleet type beyond the hybrid Chrysler Pacifica and Ford Transit Vans to more electrified vehicles. This would require the exchange of existing fleet with newer offerings as they become commercially available and proven in similar Microtransit services within other communities. This would be accomplished within the existing fleet replacement plan required of the Contractor to meet vehicle age and condition requirements and not increase the overall value of the contract.

Parking & Fueling

- The Contractor shall furnish a facility or facilities for Connector vehicles, staff and all associated materials to conduct the operation at all times
- The Contractor is solely responsible for providing all fuel and electricity for the Connector fleet at all times

Data & Reporting

- The contractor shall provide daily reporting on service utilization.
- The City and Contractor shall develop and monitor Key Performance Indicators (KPI) for the Connector which the Contractor shall provide periodic reporting at minimum on including:
    - Total amount of service hours performed;
    - Number of trips performed and passengers per vehicle carried, each per service hour;
    - Average response time from trip booking to pickup/trip start;

  - Average trip length in time and miles; and
  - Shared trips as a percentage to total trips performed

- The Contractor shall report high use trip origins and destination and summarize input from the community where trips are desired but not currently served.
- The Contractor shall provide the City the actual miles per gallon (mpg) of gasoline that Connector vehicles are using to provide service on a mutually agreed upon interval for the purposes calculating greenhouse gas emissions reduction.
- The Contractor shall have the ability to furnish other data and create other reporting, as needed.
- The Contractor shall create and maintain a record of customer feedback which can be queried for reporting and analysis.
- The Contractor shall furnish an API or commit to provide one to the City in an open data standard format such as MDS or GTFS-FLEX
- The Contractor shall provide reporting tools offer NTD data such as OD data, unlinked passenger trips, vehicle revenue hours, and vehicle revenue miles, among other stats.
- The Contractor shall furnish a client facing Admin Portal hosted offsite to generate data and reports at any time.
  - View Key Stats by Date
  - Filter Rides from any Date
  - Export Data from Customized Reports
- All data specified in the RFP will be made available via within a reporting admin portal that the City will have access to directly, and in monthly reports.

EXHIBIT B
Fee & Rate Structure

3-YEAR BASE CONTRACT PRICING									
	Year 1			Year 2			Year 3		
	Unit Price	Unit Quantity	Total Cost	Unit Price	Unit Quantity	Total Cost	Unit Price	Unit Quantity	Total Cost
Upfront set-up costs									
Setup costs	60,465	1	60,465	5,164	1	5,164	-	-	-
Fixed costs									
Local management payroll	222,569	1	222,569	233,698	1	233,698	245,383	1	245,383
Vehicle lease	284,400	1	284,400	307,200	1	307,200	307,200	1	307,200
Vehicle insurance	75,900	1	75,900	106,800	1	106,800	117,600	1	117,600
Vehicle maintenance	103,940	1	103,940	116,640	1	116,640	121,428	1	121,428
Vehicle storage	36,000	1	36,000	37,800	1	37,800	39,690	1	39,690
Vehicle devices & rider call-in service	33,840	1	33,840	37,044	1	37,044	38,896	1	38,896
HR & health insurance	29,962	1	29,962	31,683	1	31,683	33,268	1	33,268
Management & technology fee	150,000	1	150,000	150,000	1	150,000	150,000	1	150,000
Variable costs									
Driver payroll	28.11	28,939	813,475	29.50	31,025	915,238	30.97	31,025	960,844
Fuel	2.23	28,939	64,534	2.53	31,025	78,493	2.66	31,025	82,527
	Annual Base Price Tota		**1,875,085**	**Annual Base Price Tota**		**2,019,760**	**Annual Base Price Tota**		**2,096,836**

3 YEAR BASE PRICING TOTAL:	
	5,991,681

Invoicing

The Contractor shall invoice the City monthly for variable cost items in the contract and once a quarter, that invoice shall also include prorated fixed costs. The first invoice shall be fixed costs only and be sent to the City for payment in month zero of the contract. Variable cost items shall be invoiced at the conclusion of the month that those services were rendered. Variable costs shall be invoiced as the fully loaded driver rate times (x) the number of hours of service provided. The other variable cost item, fuel, shall be billed to the City at the actual, incurred cost to the Contractor with receipts available to review upon request by the City. Fixed costs are all other cost items required of the Contractor to deliver the scope provided in their proposal to meet the requirements of the City.

EXHIBIT C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bullington Insurance Group LLC.
14502 N Dale Mabry Hwy Suite 200
Tampa, FL 33618
License #: 203970

CONTACT NAME: Nick Ferree
PHONE (A/C, No, Ext): (813)248-6800 FAX (A/C, No): (813)248-6877
E-MAIL ADDRESS: info@bigins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Knightbrook Insurance Company	13722
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aspen Downtowner Group, LLC & Montbello Downtowner, LLC & Steamboat Downtowner, LLC & GES Downtowner, LLC
515 N Flagler Dr
Suite 350
West Palm Beach, FL 33401

COVERAGES **CERTIFICATE NUMBER: 00000504-0** **REVISION NUMBER: 29**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Primary and Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	CPS8016441	6/16/2024	6/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Physical/Sexual Abuse**	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000/300,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	KBAG0000203	6/16/2024	6/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Physical Damage			KBAG0000203	6/16/2024	6/16/2025	Comp Ded Coll Ded	2,000/5,000* 2,000/5,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured with a waiver of subrogation.
Contract # 202475705
As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured
Policy does not contain an exclusion for sexual abuse, molestation or misconduct

CERTIFICATE HOLDER

City and County of Denver
Dept. of Transportation & Infrastructure
201 W Colfax Ave., Dept. 608
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(NIF)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2024

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PRODUCER
Bullington Insurance Group LLC.
14502 N Dale Mabry Hwy Suite 200
Tampa, FL 33618
License #: 203970

CONTACT NAME: Kim Bayer
PHONE (A/C, No, Ext): (813)248-6800 FAX (A/C, No): (813)248-6877
E-MAIL ADDRESS: info@bigins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Knightbrook Insurance Company	13722
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aspen Downtowner Group, LLC & Montbello Downtowner, LLC & Steamboat Downtowner, LLC & GES Downtowner, LLC
515 N Flagler Dr
Suite 350
West Palm Beach, FL 33401

COVERAGES **CERTIFICATE NUMBER: 00000504-0** **REVISION NUMBER: 31**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Primary and Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	CPS8016441	6/16/2024	6/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Physical/Sexual Abuse	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000/300,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	KBAG0000203	6/16/2024	6/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Physical Damage			KBAG0000203	6/16/2024	6/16/2025	Comp Ded Coll Ded	2,000/5,000* 2,000/5,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regional Transportation District and its members, directors, officers, employees and agents are included as Additional Insured with a waiver of subrogation.
Contract # 202475705
Policy does not contain an exclusion for sexual abuse, molestation or misconduct

CERTIFICATE HOLDER

Regional Transportation District
1600 Blake St
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KIM)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Brown & Brown of Florida, Inc.
83 Park Place Blvd, Suite 101
Clearwater FL 33759

CONTACT NAME: Sharon Burton-Hicks
PHONE (A/C, No, Ext): (813) 226-1325 FAX (A/C, No): (813) 226-1313
E-MAIL ADDRESS: Sharon.Burton-Hicks@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Insurance Company	20044
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Downtowner Holdings LLC
See Page 2 for List of Named Insureds
515 N Flagler Dr., Suite 350
West Palm Beach FL 33401

COVERAGES **CERTIFICATE NUMBER:** 24-25 COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		DOWC529008	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City and County of Denver Dept. of Transportation & Infrastructure
201 W Colfax Ave., Dept. 608
Denver CO 80202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Downtowner Holdings LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

LIST OF NAMED INSUREDS:
Downtowner Holdings, LLC
South Lake Downtowner, LLC
Tahoe Downtowner, LLC
Aspen Downtowner Group, LLC
Montbello Downtowner, LLC
Savannah Downtowner, LLC
Idaho Falls Downtowner, LLC
Empire Pass Downtowner, LLC
Kimball Circulator, LLC
Park City Downtowner, LLC
Jackson Downtowner, LLC
GES Downtowner, LLC
Downtowner App, LLC
Steamboat Downtowner, LLC
Palisades Downtowner, LLC
Truckee Downtowner, LLC
Basalt Downtowner, LLC
Big Sky Downtowner, LLC
Moab Downtowner, LLC
Twin Falls Downtowner, LLC
Golden Downtowner, LLC
CB Downtowner, LLC
Aero Downtowner, LLC
Carbondale Downtowner, LLC
Leadville Downtowner, LLC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2024

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PRODUCER
Brown & Brown of Florida, Inc.
140 Fountain Parkway N
Suite 600
St. Petersburg FL 33716

CONTACT NAME: Sharon Burton-Hicks
PHONE (A/C, No, Ext): (813) 226-1325 **FAX (A/C, No):** (813) 226-1313
E-MAIL ADDRESS: Sharon.Burton-Hicks@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mesa Underwriters Specialty Insurance Company	36838
INSURER B : Nautilus Insurance Company	17370
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Downtowner App, LLC
515 N Flagler Dr.
Suite P-300
West Palm Beach FL 33401

COVERAGES **CERTIFICATE NUMBER:** 23-24 COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MP000900310006101	10/05/2023	10/05/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			AN1294661	10/05/2024	10/05/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #202475705
The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insureds in regards to the General Liability and Umbrella where required by written contract. Waiver of subrogation applies in favor of the additional insureds in regard to the General Liability policy where required by written contract. General Liability policy does not contain a specific exclusion for sexual abuse, molestation, or misconduct.

Regional Transportation District and its members, directors, employees and agents as Additional Insured with a waiver of subrogation.

CERTIFICATE HOLDER

City and County of Denver, Dept. of Transportation & Infrastructure
201 W Colfax Ave., Dept. 608
Denver CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bullington Insurance Group LLC.
14502 N Dale Mabry Hwy Suite 200
Tampa, FL 33618
License #: 203970

CONTACT NAME: Kim Bayer
PHONE (A/C, No, Ext): (813)248-6800 FAX (A/C, No): (813)248-6877
E-MAIL ADDRESS: info@bigins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CRC Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Downtowner App, LLC & Montbello Downtowner, LLC
515 N Flagler Dr
Ste 350
West Palm Beach, FL 33401

COVERAGES **CERTIFICATE NUMBER: 00000714-0** **REVISION NUMBER: 8**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability/Tech E&O	Y	Y	ESM0039938746	4/20/2024	4/20/2025	Per claim	$1,000,000
A	Cyber Liability/Tech E&O	Y	Y	ESM0039938746	4/20/2024	4/20/2025	Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Contract # 202475705"
"Certificate holder is listed as an additional insured with a waiver of subrogation."
"As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured"

CERTIFICATE HOLDER

City and County of Denver
Dept. of Transportation & Infrastructure
201 W Colfax Ave., Dept. 608
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KIM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

KNIGHTBROOK INSURANCE COMPANY

Named Insured: ASPEN DOWNTOWNER GROUP LLC Agent Name: BULLINGTON INSURANCE GROUP LLC Agent No.: 20093	Endorsement No.: Effective Date: 08/29/2024 12:01 A.M., Standard Time

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

		Commercial General Liability	
	X	Commercial Automobile	$0.00

The following item(s):

		Insured's Name		Insured's Mailing Address
		Policy Number		Company
		Effective / Expiration Date		Insured's Legal Status/Business of Insured
		Payment Plan		Premium Determination
		Additional Interested Parties	X	Coverage Forms and Endorsements
		Limits / Exposures		Deductibles
		Covered Property / Location Description		Classification / Class Codes
		Rates		Underlying Exposure / Insurance

Is (are) changed to read **{See Additional Page(s)}**

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

	X	No Changes		To be Adjusted at Audit	Additional	Return

Tax and Surcharge Changes

Additional	Return

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

ADDITIONAL INSURED ADDED CITY AND COUNTY OF DENVER DEPT OF TRANS & INFRASTUCTURE 201 W COLFAX AVE DEPT 608 DENVER, CO 80202

ADDITIONAL INSURED ADDED CITY AND COUNTY OF DENVER DEPT OF TRANS & INFRASTRUCTURE 201 W COLFAX AVE DEPT 608 DENVER, CO 80202

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Policy Number KBAG0000203

SCHEDULE OF FORMS AND ENDORSEMENTS

KNIGHTBROOK INSURANCE COMPANY

Named Insured ASPEN DOWNTOWNER GROUP LLC

Effective Date: 08/29/2024
12:01 A.M., Standard Time

Agent Name BULLINGTON INSURANCE GROUP LLC

Agent No. 20093

MailingPage	MAILING PAGE
COCHANGES0516	COMMON POLICY CHANGE ENDORSEMENT
FORMSCHED1008	SCHEDULE OF FORMS AND ENDORSEMENTS
CODEC0224	COMMON POLICY DECLARATIONS
NISCHED0197	SCHEDULE OF NAMED INSURED(S)
TAXFORM0197	SCHEDULE OF TAXES, SURCHARGES OR FEES
CA04441013	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
BA30010516	NON-REPORTED OPERATOR DEDUCTIBLE ENDORSEMENT (MANDATORY FOR PHYS DAM)
CBA50100516	ADDITIONAL INSURED

POLICY NUMBER: KBAG0000203

COMMON POLICY DECLARATIONS

KNIGHTBROOK INSURANCE COMPANY

4751 WILSHIRE BLVD, SUITE 111, LOS ANGELES, CA 90010

Item 1. Named Insured and Mailing Address	Agent Name and Address
ASPEN DOWNTOWNER GROUP LLC	BULLINGTON INSURANCE GROUP LLC
515 N. FLAGLER DRIVE STE 350 WEST PALM BEACH, FL 33401	14502 N DALE MABRY HWY, SUITE 200 TAMPA, FL 33618 Agent No. 20093

Item 2. Policy Period From: 08/29/2024 To: 06/16/2025

At 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Business Description: CAR SERVICE
Form of Business:

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts from which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	**Premium**
Commercial Auto Coverage Part	$97,485.00
Policy Fees	$385.00
TOTAL TAXES / SURCHARGES (see SCHED. OF TAXES, SURCHARGES)	
Total Policy Premium:	$97,870.00

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number KBAG0000203

SCHEDULE OF NAMED INSURED(S)

Named Insured ASPEN DOWNTOWNER GROUP LLC

Effective Date: 08/29/2024

Agency BULLINGTON INSURANCE GROUP LLC

Agent No. 20093

Named Insured listings

ASPEN DOWNTOWNER GROUP LLC

MONTBELLO DOWNTOWNER LLC

STEAMBOAT DOWNTOWNER LLC

BASSALT DOWNTOWNER LLC

GES DOWNTOWNER LLC

GOLDEN DOWNTOWNER LLC

CB DOWNTOWNER LLC

CARBONDALE DOWNTOWNER, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ASPEN DOWNTOWNER GROUP LLC

Endorsement Effective Date: 08/29/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
CITY AND COUNTY OF DENVER

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-REPORTED OPERATOR DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective date on the inception date of the policy unless another date is indicated below.

Your coverage is modified in the following way:

Physical Damage Deductible Increase for Non-Reported Operators:

All physical damage deductibles printed on the declarations page of the policy are increased by $3,000 for any "loss" involving a vehicle operator whose name you failed to report to us or to our authorized representative prior to the "loss".

Signature of First Named Insured	Date

Your signature indicates a full understanding of how all physical damage deductibles will be increased for "loss" involving a Non-Reported Operator.

ASPEN DOWNTOWNER GROUP LLC	08/29/2024
Name of First Named Insured:	Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are added as “insureds” under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Endorsement Effective: 08/29/2024

Named Insured: ASPEN DOWNTOWNER GROUP LLC

SCHEDULE

Name of Person(s) or Organization(s):
CITY AND COUNTY OF DENVER

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization indicated above is an “insured” for Liability Coverage on a primary basis, but only in respect to the Named Insured’s livery, limousine or taxicab operations.

The inclusion of any additional person(s) or organization(s) shall not operate to increase the limits of our liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

KNIGHTBROOK INSURANCE COMPANY

Named Insured: ASPEN DOWNTOWNER GROUP LLC Agent Name: BULLINGTON INSURANCE GROUP LLC Agent No.: 20093	Endorsement No.: Effective Date: 10/10/2024 12:01 A.M., Standard Time

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

	Commercial General Liability	
X	Commercial Automobile	$110.00

The following item(s):

		Insured's Name		Insured's Mailing Address
		Policy Number		Company
		Effective / Expiration Date		Insured's Legal Status/Business of Insured
		Payment Plan		Premium Determination
		Additional Interested Parties	X	Coverage Forms and Endorsements
		Limits / Exposures		Deductibles
		Covered Property / Location Description		Classification / Class Codes
		Rates		Underlying Exposure / Insurance

Is (are) changed to read **{See Additional Page(s)}**

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

		No Changes		To be Adjusted at Audit	Additional	Return

Tax and Surcharge Changes

Additional	Return

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

ADDITIONAL INSURED ADDED REGIONAL TRANSPORTATION DISTRICT 1600 BLAKE ST DENEVR, CO 80202

ADDITIONAL INSURED ADDED REGIONAL TRANSPORTATION DISTRICT 1600 BLAKE ST DENVER, CO 80202

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Policy Number KBAG0000203

SCHEDULE OF FORMS AND ENDORSEMENTS

KNIGHTBROOK INSURANCE COMPANY

Named Insured ASPEN DOWNTOWNER GROUP LLC

Effective Date: 10/10/2024
12:01 A.M., Standard Time

Agent Name BULLINGTON INSURANCE GROUP LLC

Agent No. 20093

MailingPage	MAILING PAGE
COCHANGES0516	COMMON POLICY CHANGE ENDORSEMENT
FORMSCHED1008	SCHEDULE OF FORMS AND ENDORSEMENTS
CODEC0224	COMMON POLICY DECLARATIONS
NISCHED0197	SCHEDULE OF NAMED INSURED(S)
TAXFORM0197	SCHEDULE OF TAXES, SURCHARGES OR FEES
CA04441013	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
BA30010516	NON-REPORTED OPERATOR DEDUCTIBLE ENDORSEMENT (MANDATORY FOR PHYS DAM)
CBA50100516	ADDITIONAL INSURED

POLICY NUMBER: KBAG0000203

COMMON POLICY DECLARATIONS

KNIGHTBROOK INSURANCE COMPANY

4751 WILSHIRE BLVD, SUITE 111, LOS ANGELES, CA 90010

Item 1. Named Insured and Mailing Address	Agent Name and Address
ASPEN DOWNTOWNER GROUP LLC	BULLINGTON INSURANCE GROUP LLC
515 N. FLAGLER DRIVE STE 350 WEST PALM BEACH, FL 33401	14502 N DALE MABRY HWY, SUITE 200 TAMPA, FL 33618 Agent No. 20093

Item 2. Policy Period From: 10/10/2024 To: 06/16/2025

At 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Business Description: CAR SERVICE
Form of Business:

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts from which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	**Premium**
Commercial Auto Coverage Part	$113,017.00
Policy Fees	$425.00
TOTAL TAXES / SURCHARGES (see SCHED. OF TAXES, SURCHARGES)	
Total Policy Premium:	$113,442.00

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number KBAG0000203

SCHEDULE OF NAMED INSURED(S)

Named Insured ASPEN DOWNTOWNER GROUP LLC

Effective Date: 10/10/2024

Agency BULLINGTON INSURANCE GROUP LLC

Agent No. 20093

Named Insured listings

ASPEN DOWNTOWNER GROUP LLC

MONTBELLO DOWNTOWNER LLC

STEAMBOAT DOWNTOWNER LLC

BASSALT DOWNTOWNER LLC

GES DOWNTOWNER LLC

GOLDEN DOWNTOWNER LLC

CB DOWNTOWNER LLC

CARBONDALE DOWNTOWNER, LLC

LEADVILLE DOWNTOWNER, LLC

LEADVILLE DOWNTOWNER, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ASPEN DOWNTOWNER GROUP LLC

Endorsement Effective Date: 10/10/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
REGIONAL TRANSPORTATION DISTRICT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-REPORTED OPERATOR DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective date on the inception date of the policy unless another date is indicated below.

Your coverage is modified in the following way:

Physical Damage Deductible Increase for Non-Reported Operators:

All physical damage deductibles printed on the declarations page of the policy are increased by $3,000 for any "loss" involving a vehicle operator whose name you failed to report to us or to our authorized representative prior to the "loss".

Signature of First Named Insured	Date

Your signature indicates a full understanding of how all physical damage deductibles will be increased for "loss" involving a Non-Reported Operator.

ASPEN DOWNTOWNER GROUP LLC	10/10/2024
Name of First Named Insured:	Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are added as “insureds” under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Endorsement Effective: 10/10/2024

Named Insured: ASPEN DOWNTOWNER GROUP LLC

SCHEDULE

Name of Person(s) or Organization(s):
REGIONAL TRANSPORTATION DISTRICT

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization indicated above is an “insured” for Liability Coverage on a primary basis, but only in respect to the Named Insured’s livery, limousine or taxicab operations.

The inclusion of any additional person(s) or organization(s) shall not operate to increase the limits of our liability.

SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 12

Policy No. CPS8016441 Effective Date 08/29/2024

12:01 A.M. Standard Time

Named Insured ASPEN DOWNTOWNER GROUP, LLC; Agent No. 05022

COVERAGE PART INFORMATION—Coverage parts affected by this change as indicated by ☒ below:

- ☐ Commercial Property
- ☒ Commercial General Liability 0.00
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐ Commercial Liquor Liability
- ☐ OCP Liability

CHANGE DESCRIPTION

In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.

Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (OCP) added with Regional Transportation District
Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) added with Regional Transportation District
Form CG 24 04, 12-19, WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) is added to policy.
UTS-126L, 10-93, SCHEDULE OF TAXES, SURCHARGES OR FEES is added to policy.

PREMIUM CHANGE

Additional $ 0.00 Return $ 0.00

SURPLUS LINES LICENSEE: CRC Corporate License 183767
This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an ELIGIBLE nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

Linda Lee , 09/02/2024

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS8016441 **Effective Date** 08/29/2024
12:01 A.M. Standard Time

Named Insured ASPEN DOWNTOWNER GROUP, LLC; **Agent No.** 05022

COMMON POLICY

UTS-244L	06-92	CHANGE ENDORSEMENT FORM
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS

COMMERCIAL LIABILITY

GLS-104L	06-92	SCHEDULE OF GENERAL LIABILITY CHANGES
CG 20 12	12-19	ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS
CG 24 04	12-19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF GENERAL LIABILITY CHANGES

Policy No.: CPS8016441

Effective Date: 08/29/2024
12:01 A.M., Standard Time

Named Insured: ASPEN DOWNTOWNER GROUP, LLC;

Agent No.: 05022

CLASS CODE INFORMATION AFFECTED BY THIS CHANGE IS ADDED, DELETED OR CHANGED AS INDICATED.

THE FOLLOWING CLASS CODE INFORMATION IS: ADDED

Code No.	Premium Basis	Premises/Operations	
49950	INCLUDED		
Premises	Exposure	Rate	Premium
	5	INCLUDED	INCLUDED
Classification:		Products/Completed Operations	
ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS (OCP) PER FORM CG 20 12		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS: ADDED

Code No.	Premium Basis	Premises/Operations	
44444	INCLUDED		
Premises	Exposure	Rate	Premium
	2	INCLUDED	INCLUDED
Classification:		Products/Completed Operations	
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) PER FORM CG 24 04		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Regional Transportation District 1600 Blake St Denver, CO 80202
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Regional Transportation District 1600 Blake St Denver, CO 80202
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 15

Policy No. CPS8016441 Effective Date 09/27/2024

12:01 A.M. Standard Time

Named Insured ASPEN DOWNTOWNER GROUP, LLC; Agent No. 05022

COVERAGE PART INFORMATION—Coverage parts affected by this change as indicated by ☒ below:

- ☐ Commercial Property
- ☒ Commercial General Liability 0.00
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐ Commercial Liquor Liability
- ☐ OCP Liability

CHANGE DESCRIPTION

In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.

Primary and Noncontributory - Other Insurance Condition added
Form CG 20 01, 12-19, PRIMARY AND NONCONTRIBUTORY-OTHER INSURANCE CONDITION is added to policy.
UTS-126L, 10-93, SCHEDULE OF TAXES, SURCHARGES OR FEES is added to policy.

PREMIUM CHANGE

Additional $ 0.00 Return $ 0.00

SURPLUS LINES LICENSEE: CRC Corporate License 183767
This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an ELIGIBLE nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

Linda Lee / 10/04/2024

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF NAMED INSUREDS

Policy No. CPS8016441

Effective Date 06/16/2024
12:01 A.M. Standard Time

Named Insured ASPEN DOWNTOWNER GROUP, LLC;

Agent No. 05022

ASPEN DOWNTOWNER GROUP, LLC, MONTBELLO DOWNTOWNER, LLC, STEAMBOAT DOWNTOWNER, LLC, BASSALT DOWNTOWNER, LLC, GES DOWNTOWNER, LLC, GOLDEN DOWNTOWNER, LLC, & CB DOWNTOWNER, LLC,AERO DOWNTOWNER LLC

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS8016441 Effective Date 09/27/2024

12:01 A.M. Standard Time

Named Insured ASPEN DOWNTOWNER GROUP, LLC; Agent No. 05022

COMMON POLICY

UTS-244L	06-92	CHANGE ENDORSEMENT FORM
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS

COMMERCIAL LIABILITY

GLS-104L	06-92	SCHEDULE OF GENERAL LIABILITY CHANGES
CG 20 01	12-19	PRIMARY AND NONCONTRIBUTORY-OTHER INSURANCE CONDITION

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF GENERAL LIABILITY CHANGES

Policy No.: CPS8016441

Effective Date: 09/27/2024
12:01 A.M., Standard Time

Named Insured: ASPEN DOWNTOWNER GROUP, LLC;

Agent No.: 05022

CLASS CODE INFORMATION AFFECTED BY THIS CHANGE IS ADDED, DELETED OR CHANGED AS INDICATED.

THE FOLLOWING CLASS CODE INFORMATION IS: ADDED

Code No. 49950	Premium Basis INCLUDED	Premises/Operations	
Premises	Exposure 1	Rate INCLUDED	Premium INCLUDED
Classification: PRIMARY AND NONCONTRIBUTARY - OTHER INSURANCE CONDITION PER FORM CG 20 01		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THE FOLLOWING CLASS CODE INFORMATION IS:

Code No.	Premium Basis	Premises/Operations	
Premises	Exposure	Rate	Premium
Classification:		Products/Completed Operations	
		Rate	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS8016441	06/16/2024	ASPEN DOWNTOWNER GROUP, LLC;	05022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when **b.** below applies.

b. Excess Insurance

(1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I);** or

(e) That is valid and collectible insurance available to any insured under any other policy.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

AUTHORIZED REPRESENTATIVE DATE

EXHIBIT D

RTD Denver Connector Grants

RTD Contract Number: 202474193

2024 FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES OF CITY OF DENVER CONNECTOR GES AND MONTBELLO

This 2024 Funding Agreement for RTD Funding of Local Transportation Services of the City of Denver Connector GES and Montbello ("**Agreement**") is made and entered into as of January 1, 2024 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the City/County of Denver ("**Denver**," or "**City**"). The City and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, et seq. (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the City may cooperate or contract with other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around GES and Montbello.

D. The Parties agree that the transit services provided by the City described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around GES and Montbello.

E. In order to support transit services supplemental to those services provided by RTD in the City of Denver, RTD wishes to contribute local funds to the City for the provision of Services within the RTD District from 2024-2026 according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Services
Exhibit B: Description of the RTD Funding
Exhibit C: Performance Expectations
Exhibit D: Communication and Notices – Contacts
Exhibit E: Special Provisions
Exhibit F: Transit Equity
Exhibit G: Insurance Requirements

B. Recitals. The recitals set forth above are incorporated herein by this reference.

C. Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES. The City shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The City and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The City shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the City shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the City ceases to provide the Services.

3. **SERVICES**. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior notice by RTD to the City. The City shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the City has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

4. **RTD FUNDING.** RTD will reimburse the City as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed $750,000 ("**RTD Funding**") for the term of this Agreement (January 1, 2024 to December 31, 2026). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the City.

5. **INVOICING AND PAYMENT.**

   A. The City will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

   B. RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the City, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

   C. Invoicing to RTD will require backup documentation showing payment of services either in-house or through the City's designated agent. The balance shall show the total requested versus the annual balance for both RTD and local matches.

6. **ELIGIBLE EXPENDITURES**

   A. In the event that the City incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in

Exhibit B, RTD shall reimburse the City only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

B. The City shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

(1) The City agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the City of Denver located within RTD boundaries.

(2) The City agrees to further ensure that all trips paid for under this agreement that fall within the Program category of Transportation Services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

7. **RECORDS**. The City will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The City shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database ("**NTD**") data shall be kept in accordance with Federal Transit Administration ("**FTA**") requirements and shall be reported as part of RTD's NTD submission.

8. **AUDIT**. RTD reserves the right to audit the City's, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the City is not in compliance with any term of this Agreement, City staff will meet with RTD staff within fifteen (15) days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the City under this Agreement. The City shall provide RTD with a copy of the written results of any internal audit performed by the City or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

9. **MARKETING.**

A. The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the City shall allow RTD to display an appropriate RTD logo stating that the Services are "in partnership with RTD" on all vehicles used to

operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

B. The City and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the City's marketing efforts are not included in the RTD Funding.

10. PERFORMANCE EXPECTATIONS. RTD will set and assess Performance Expectations ("**Performance**") of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the City if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

11. LIABILITY AND INSURANCE.

A. The Parties agree that RTD shall have no liability to the City or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the City. This provision shall survive termination of this Agreement.

B. Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

C. The City and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

D. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by

RTD or the City of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

E. The City shall require subcontractors to maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G.** At all times during the term of this Agreement, including any renewals or extensions, the Parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

12. TRANSIT EQUITY. RTD has established a Title VI Program. The City must adhere to all conditions set forth in **Exhibit F**.

13. GENERAL PROVISIONS.

A. Available Funding. This Agreement does not contain any multiple-fiscal year financial obligations by RTD that extend beyond its current fiscal year. The financial obligations of RTD under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

B. Other Sources of Funding. Nothing in this Agreement will prevent the City from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

C. Merger. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

D. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

E. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

F. **Term and Termination**. This Agreement shall be deemed to have commenced on January 1, 2024, and shall remain in effect until December 31, 2026, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

G. **Amendment**. The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

H. **Authority**. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

I. **No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*

J. **Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

K. **Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

L. **Severability**. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term

or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

M. **Waiver**. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

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

O. **Changes in Law**. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

P. **Status of Parties**.

(1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(2) RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the City. The City acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The

City shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

Q. **Paragraph Headings**. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

R. **Counterparts**. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

S. **Electronic Signatures**. This Agreement may be executed by electronic signature, which shall constitute and be of the same effect as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[*Signature pages follow*]

Memorandum

We make lives better through connections.

To: Debra A. Johnson, General Manager and CEO

Through: Fred Worthen, Assistant General Manager, Bus Operations

From: Erin Vallejos, Senior Manager, Contracted Services
John Gardocki, Project Manager Partnerships, Contracted Services

Date: September 9, 2024

Re: **Approval Request for Funding Agreement and PR#743341 – City of Denver Globeville/Elyria-Swansea (GES) and Montbello Microtransit Pilot with RTD Partnership Program**

On November 28, 2023, the RTD Board of Directors adopted the 2024 Budget, which included funding to support the Partnership Program in the amount of $2,000,000. The City of Denver's project was selected as a successful Partnership Program applicant in the 2023 cycle for a total funding amount of $750,000 over a three-year period.

This memorandum serves as staff's explanation of the project and associated funding agreement, which has been approved as to form by legal and reviewed during the application process by Contracting and Procurement and Civil Rights.

Background

During the 2023 Call for Projects, the City of Denver applied for funding for an expansion of a microtransit pilot program within the RTD District. The project was selected as the first priority for the Northeast Subregional Service Council, scored as the highest project, and was recommended by the Selection Committee for funding.

Discussion

In approving this agreement, RTD seeks to meet the 2021-2026 Strategic Plan priority of Community Value. This expanded microtransit solution for the residents of Globeville/Elyria-Swansea/Montbello will help to offer more reliable mobility choices and make connections to the existing RTD fixed route services.

Financial Impact

There is no additional financial impact associated with approval of this agreement as funding for support of the Partnership Program for calendar year 2024 was included in the 2024 Budget. Funding for future years is contemplated in the agency's financial forecast and will be presented for the Board's consideration annually, as identified within each year's respective budget. The project was awarded $150,000 in 2024, $300,000 in 2025, and $300,000 in 2026.

APPROVED: DATE: 09.19.24

Debra A. Johnson
General Manager and CEO

Cc: Greg Smith, Deputy Assistant General Manager of Bus Operations
Steven Butcher, Cost Control Supervisor

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: 09.19.24
Debra A. Johnson
General Manager and CEO

CITY/COUNTY OF DENVER

By: **See City Signature Page**
Mike Johnston
Mayor of Denver

ATTEST:

_____

Approved as to legal form for RTD:

Nguyen, Brandon - 24109 Digitally signed by Nguyen, Brandon - 24109
Date: 2024.08.28 09:46:17 -06'00'

Brandon H. Nguyen
Associate General Counsel

Contract Control Number: DOTI-202474193-00
Contractor Name: Regional Transportation District

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202474193-00
Contractor Name: Regional Transportation District

See RTD Signature Page

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Description of the Services

Services Description:

The City Connector in GES and Montbello will operate demand-responsive vehicles providing transit services for the general public within the RTD District up to 14.0 hours Monday through Friday annually, less five (5) holidays for a minimum Annual Revenue Hours of no fewer than 21,900 hours. Hours are based off of up to seven (7) vehicles operating at one time.

Span of Service:

Weekday-	6:00 AM-8:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	21,900
Saturday-	Not Applicable
Sunday-	Not Applicable
Total	A minimum of 21,900 hours

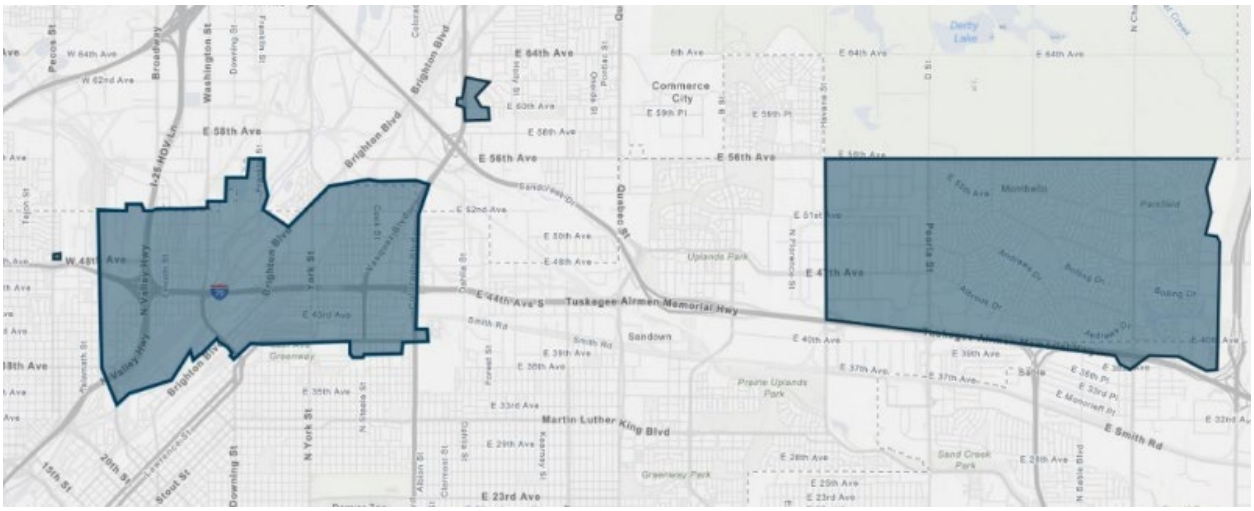

Exhibit B

Description of the RTD Funding

RTD shall contribute up to $750,000 towards the City's costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2024, through December 31, 2026. Should the actual hours operated be reduced from those outlined in **Exhibit A,** payment will be reduced accordingly. The City will contribute $3,450,000 towards the costs of operating the Services.

Summary Budget Table

Year	RTD Funding	Local Funding	Total	Notes
Year 1	$ 150,000.00	$ 1,250,000.00	$ 1,400,000.00	
Year 2	$ 300,000.00	$ 1,100,000.00	$ 1,400,000.00	
Year 3	$ 300,000.00	$ 1,100,000.00	$ 1,400,000.00	
		Total Project Cost	$ 5,472,181.00	

Exhibit C

Performance Expectations

The City must provide RTD with quarterly performance reports on the services provided.

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

1. Two (2) passengers/boardings per hour
2. 50% of trips wait time is less than 30 minutes
3. 80% rolling stock reliability

Exhibit D

Communication and Notices – Contacts

For the CITY:

City/County of Denver
201 W Colfax Avenue
Denver, CO 80202
Attn: Amy Ford
Amy.Ford@denvergov.org

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Fred Worthen
303.299.2842
Fred.Worthen@rtd-denver.com

Exhibit E
Special Provisions

REPORTS. On a quarterly basis, the City will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 6 of this Agreement, the City will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

MARKETING MATERIALS. The City will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the City. The City will have final say on any issues related to marketing materials or marketing plans.

DRUG AND ALCOHOL TESTING PROGRAM: The City shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The City further agrees to (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the term of this Agreement, and (ii) submit the Management Information System (MIS) reports no later than February 15 of every year during the term of this Agreement to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202. To certify compliance, the City shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Exhibit F
Transit Equity

Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the City will be treated as an extension of RTD for compliance with the objectives of Title VI.

The City agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the City shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

   To file a complaint or obtain more information regarding RTD's complaint procedures, visit https://www.rtd-denver.com/reports-and-policies/title-vi-policy; call 303.299.6000; email titlevicomplaints@rtd-denver.com or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

   a. The City must post a copy of this notice on their website and any vehicles of services that are RTD-funded.

2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within 15 calendar days of receipt.

The City shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the City results in a discriminatory outcome, RTD will provide specific instructions to the City on how corrective action shall be taken.

Pursuant to FTA regulations, the City shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The City shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the City's provision of the Services for years occurring after the expiration of the term of this Agreement, the City shall be required to submit the Title VI Letter to RTD every three (3) years.

EXHIBIT G

REGIONAL TRANSPORTATION DISTRICT

INSURANCE REQUIREMENTS

GENERAL CONTRACTS

General

All defined terms contained in this Exhibit G shall have the same meaning ascribed to them in this Agreement.

The City of Denver **("Contractor")** shall require that its subcontractors purchase and continuously maintain in full force and effect for this Agreement period specified herein, all insurance policies specified in this Exhibit G. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this Exhibit G shall not be limited to coverage provided under said insurance policies. The Contractor's subcontractors shall remain solely and fully liable for all deductibles, self-insured retentions, and amounts in excess of the coverage actually realized.

Commercial General Liability Insurance

At all times during the performance of this Agreement, the Contractor's subcontractors shall have and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations Hazard for a minimum of two (2) years

following final completion of the Project or the applicable statute of limitations or statute of repose, whichever is greater. The policy cannot be endorsed to exclude or limit Contractor's subcontractors' liability for acts or omissions of any independent contractors or subcontractors, nor may the policy exclude work of any independent contractor or subcontractor; nor contain any conditions regarding when coverage is available for acts, omissions or work of a subcontractor, nor may the policy limit coverage to a designated premises, nor may the policy exclude or limit coverage for liability arising from the Products and Completed Operations Hazard.

If Commercial General Liability Insurance or other form with general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor's subcontractors may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor's subcontractors. General Aggregate limit applies per construction Project.

The policy or policies must provide the following minimum limits of liability as follows:

Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate

There shall be a separate minimum limit of liability for the Products/Competed Operations Hazard not included within the General Aggregate.

Amount of Coverage	$1,000,000 per occurrence
	$2,000,000 aggregate

Commercial Automobile Liability Insurance

At all times during the performance of this Agreement, the Contractor's subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage:	$1,000,000 combined single limit

Workers' Compensation and Employer's Liability Insurance

At all times during performance of this Agreement, the Contractor's subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The Contractor's subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage:	$1,000,000 bodily injury by accident
	$1,000,000 bodily injury by disease
	$1,000,000 policy limit

Umbrella/Excess Liability

At all times during performance of this Agreement, the Contractor's subcontractors shall have and maintain Umbrella and Excess Liability insurance on a following form basis with limits of liability in a minimum amount as follows for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, with minimum liability limits as follows:

Amount of Coverage:	$2,000,000 per occurrence
	$2,000,000 aggregate

This excess insurance shall follow form and be at least as broad as the Contractor's subcontractors primary Commercial General Liability (including additional insureds), Commercial Auto Liability, and Employer's Liability insurance. The above insurance levels may be met through any combination of primary insurance and excess liability/umbrella insurance so long as the total amount meets the stated minimum requirements.

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. The Contractor's subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor's subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancelations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor's subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.

2. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation). Coverage shall be provided by Forms CG 2038 (ongoing operations) and CG 2040 (completed operations) or by an alternative endorsement approved by RTD.

3. For the insurance specified herein, the Contractor's subcontractors' insurance shall be primary and non-contributory insurance with respect to the Contractor's subcontractors' insurance for RTD and its members, directors, officers, employees and agents. Contractor's subcontractor policy/policies shall contain ISO Form 2001 04 13, or such other form or endorsement approved by RTD.

4. The insurance specified herein shall contain an express waiver of subrogation in favor of RTD as by ISO form CG 2453 or CG 2404. The Contractor's subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

5. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor's subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor's subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor's subcontractors are responsible hereunder, the **Contractor's** subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor's subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor's subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each

insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) days.

Maintenance of Coverage and Renewal Policies

No less than twenty-one (21) calendar days prior to the expiration date of any policy to be provided by the Contractor's subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

There shall be no recourse by any party, insurer, the Contractor's subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor's subcontractors.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor's subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.

RTD Contract Number: 202474196

2024 FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES OF DENVER WEST CONNECTOR MICROTRANSIT PILOT

This 2024 Funding Agreement for RTD Funding of Local Transportation Services of Denver West Connector ("**Agreement**") is made and entered into as of January 1, 2024 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and The City and County of Denver ("**Denver**," or "**City**"). The City and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, et seq. (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the City may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the City.

D. The Parties agree that the transit services provided by the City's designated contractor described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the City.

E. In order to support transit services supplemental to those services provided by RTD in the City, RTD wishes to contribute local funds to the City for the provision of Services within the RTD District from 2024 to 2026 according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Services
Exhibit B: Description of the RTD Funding
Exhibit C: Performance Expectations
Exhibit D: Communication and Notices – Contacts
Exhibit E: Special Provisions
Exhibit F: Transit Equity
Exhibit G: Insurance Requirements

B. Recitals. The recitals set forth above are incorporated herein by this reference.

C. Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES. The City shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The City and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The City shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the City shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the City ceases to provide the Services.

3. **SERVICES**. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior notice by RTD to the City. The City shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the City has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

4. **RTD FUNDING.** RTD will reimburse the City as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B,** but such amount will not exceed $750,000 ("**RTD Funding**") for the term of this Agreement (January 1, 2024 to December 31, 2026). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the City or its agent.

5. **INVOICING AND PAYMENT.**

   A. The City will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

   B. RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the City, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

   C. Invoicing to RTD will require backup documentation showing payment of services either in-house or through the City's designated agent. The balance shall show the total requested versus the annual balance for both RTD and local matches.

6. ELIGIBLE EXPENDITURES

   A. In the event that the City incurs direct, out-of-picket expenses other than for eligible expenditures in accordance with the approved project budget in

Exhibit B, RTD shall reimburse the City only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

B. The City shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

(1) The City agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the City of Denver located within the RTD boundaries.

(2) The City agrees to further ensure that all trips paid for under this agreement that fall within the Program category of Transportation Services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

7. **RECORDS**. The City will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The City shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database ("**NTD**") data shall be kept in accordance with Federal Transit Administration ("**FTA**") requirements and shall be reported as part of RTD's NTD submission.

8. **AUDIT**. RTD reserves the right to audit the City's, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the City is not in compliance with any term of this Agreement, City staff will meet with RTD staff within fifteen (15) days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the City under this agreement. The City shall provide RTD with a copy of the written results of any internal audit performed by the City or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

9. **MARKETING.**

A. The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the City shall allow RTD to display an appropriate RTD logo

stating that the Services are "in partnership with RTD" on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

B. The City and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the City's marketing efforts are not included in the RTD Funding.

10. PERFORMANCE EXPECTATIONS. RTD will set and assess Performance Expectations ("**Performance**") of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the City if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

11. LIABILITY AND INSURANCE.

A. The Parties agree that RTD shall have no liability to the City or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the City. This provision shall survive termination of this Agreement.

B. Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

C. The City and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

D. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or

elsewhere in this Agreement shall be construed as an express or implied waiver by RTD or the City of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

E. The City shall require subcontractors to maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G.** At all times during the term of this Agreement, including any renewals or extensions, the Parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

12. TRANSIT EQUITY. RTD has established a Title VI Program. The City must adhere to all conditions set forth in **Exhibit F**.

13. GENERAL PROVISIONS.

A. Available Funding. This Agreement does not contain any multiple-fiscal year financial obligations by RTD that extend beyond its current fiscal year. The financial obligations of RTD under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

B. Other Sources of Funding. Nothing in this Agreement will prevent the City from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

C. Merger. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

D. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

E. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

F. **Term and Termination**. This Agreement shall be deemed to have commenced on January 1, 2024, and shall remain in effect until December 31, 2026, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

G. **Amendment**. The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

H. **Authority**. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

I. **No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*

J. **Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

K. **Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

L. **Severability**. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term

or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

M. **Waiver**. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

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

O. **Changes in Law**. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

P. **Status of Parties**.

(1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(2) RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the City. The City acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The City shall provide and keep in force workers' compensation (and provide

proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

Q. **Paragraph Headings**. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

R. **Counterparts**. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

S. **Electronic Signatures**. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall included faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[*Signature pages follow*]

Memorandum

We make lives better through connections.

To: Debra A. Johnson, General Manager and CEO

Through: Fred Worthen, Assistant General Manager, Bus Operations

From: Erin Vallejos, Senior Manager, Contracted Services
John Gardocki, Project Manager Partnerships, Contracted Services

Date: September 9, 2024

Re: **Approval Request for Funding Agreement and PR#743339 – City of Denver West Connector Microtransit Pilot with RTD Partnership Program**

On November 28, 2023, the RTD Board of Directors adopted the 2024 Budget, which included funding to support the Partnership Program in the amount of $2,000,000. The City of Denver's project was selected as a successful Partnership Program applicant in the 2023 cycle for a total funding amount of $750,000 over a three-year period.

This memorandum serves as staff's explanation of the project and associated funding agreement, which has been approved as to form by legal and reviewed during the application process by Contracting and Procurement and Civil Rights.

Background

During the 2023 Call for Projects, the City of Denver applied for funding for an expansion of a microtransit pilot program within the RTD District. The project was selected as the second priority for the Southwest Subregional Service Council, scored as the second highest project, and was recommended by the Selection Committee for funding.

Discussion

In approving this agreement, RTD seeks to meet the 2021-2026 Strategic Plan priority of Community Value. This new microtransit solution for the residents of the Platte Valley in Denver will help to offer more mobility choices and make connections to the existing RTD fixed route and FlexRide services.

Financial Impact

There is no additional financial impact associated with approval of this agreement as funding for support of the Partnership Program for calendar year 2024 was included in the 2024 Budget. Funding for future years is contemplated in the agency's financial forecast and will be presented for the Board's consideration annually, as identified within each year's respective budget. The project was awarded $150,000 in 2024, $300,000 in 2025, and $300,000 in 2026.

APPROVED: DATE: 09.19.24

Debra A. Johnson
General Manager and CEO

Cc: Greg Smith, Deputy Assistant General Manager of Bus Operations

Steven Butcher, Cost Control Supervisor

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: 09.19.24
Debra A. Johnson
General Manager and CEO

The City/County of Denver

By: **See City Signature Page**
Mike Johnston
Mayor of Denver

ATTEST:

Approved as to legal form for RTD:
Nguyen, Brandon - 24109
Digitally signed by Nguyen, Brandon - 24109
Date: 2024.08.28 09:47:28 -06'00'

Brandon H. Nguyen
Associate General Counsel

Contract Control Number: DOTI-202474196-00
Contractor Name: Regional Transportation District

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202474196-00
Contractor Name: Regional Transportation District

See RTD Signature Page

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Description of the Services

Services Description:

The Denver West Connector will operate demand-responsive vehicles providing transit services for the general public within the RTD District up to 14.0 hours Monday through Friday annually, less five (5) holidays, for a minimum Annual Revenue Hours of no fewer than 7,039 hours in Year 1, 9,125 hours in Year 2, and 9,125 in Year 3. Hours are based off of up to three (3) vehicles operating at one time.

Span of Service:

Weekday-	6:00 AM-8:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	7,039 hours in Year 1, 9,125 hours in Year 2, and 9,125 hours in Year 3
Saturday-	Not Applicable
Sunday-	Not Applicable
Total	A minimum of 7,039 hours in Year 1, 9,125 hours in Year 2, and 9,125 hours in Year 3.

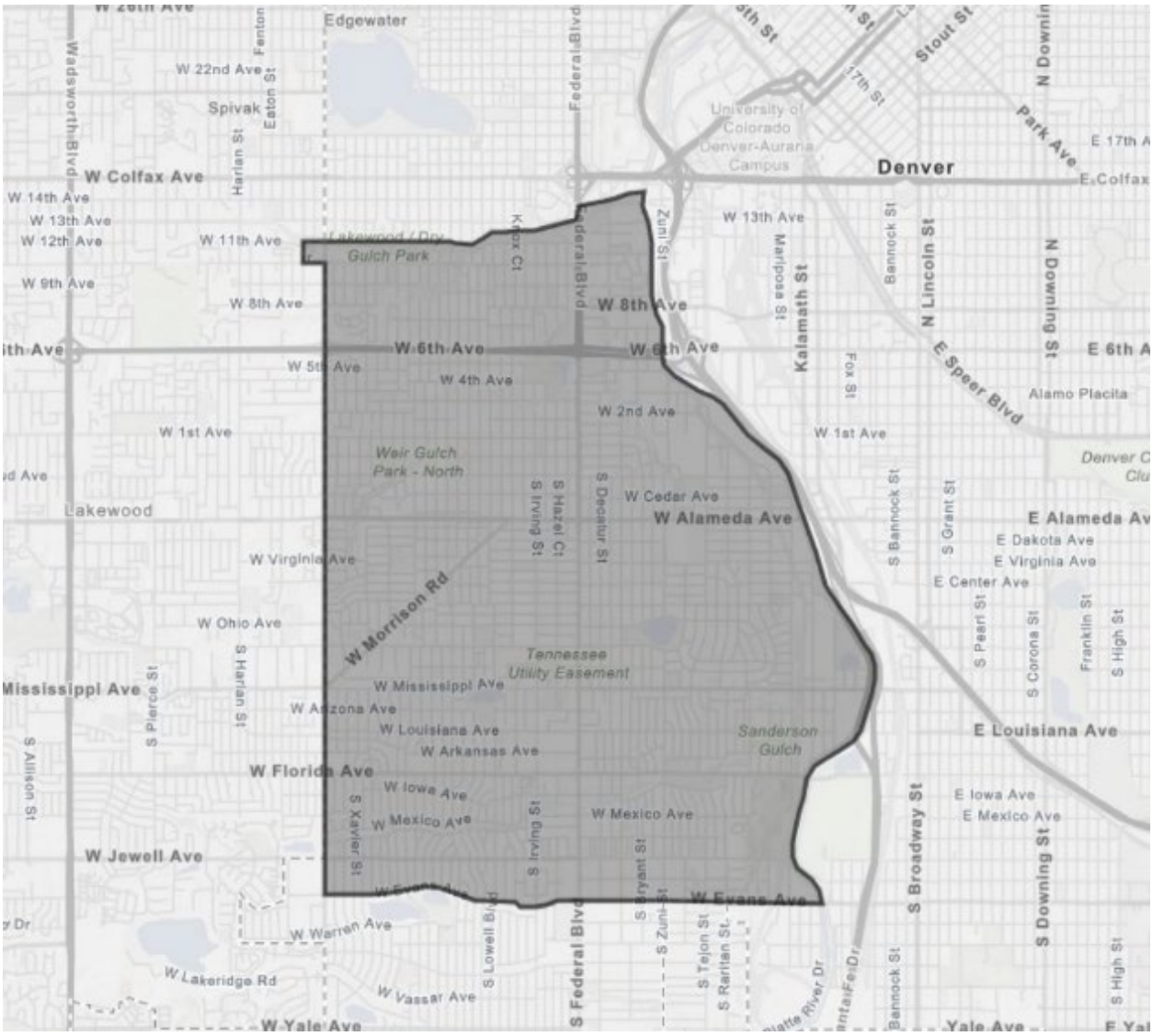
Edgewater
W 22nd Ave
Spivak
Fenton
Eaton St
Harlan St
Wadsworth Blvd
W Colfax Ave
W 14th Ave
W 13th Ave
W 12th Ave
W 11th Ave
W 9th Ave
W 8th Ave
W 6th Ave
W 5th Ave
W 4th Ave
W 2nd Ave
W 1st Ave
Lakewood
Weir Gulch Park - North
Knox Ct
Federal Blvd
Zuni St
W 8th Ave
W 6th Ave
W Cedar Ave
W Alameda Ave
S Hazel Ct
S Irving St
S Decatur St
W Virginia Ave
W Morrison Rd
W Ohio Ave
Tennessee Utility Easement
W Mississippi Ave
W Arizona Ave
W Louisiana Ave
W Arkansas Ave
W Florida Ave
W Iowa Ave
W Mexico Ave
W Jewell Ave
S Xavier St
S Irving St
S Bryant St
W Evans Ave
W Warren Ave
W Lakeridge Rd
W Vassar Ave
S Lowell Blvd
S Federal Blvd
S Zuni St
S Tejon St
S Raritan St
Sanderson Gulch
University of Colorado Denver-Auraria Campus
Denver
Stout St
Park Ave
E 17th A
E Colfax
W 13th Ave
Mariposa St
Kalamath St
Bannock St
N Lincoln St
N Downing St
E 6th A
E Speer Blvd
Fox St
Alamo Placita
W 1st Ave
Denver C Clu
S Bannock St
S Grant St
E Alameda Av
E Dakota Ave
E Virginia Ave
E Center Ave
S Pearl St
S Corona St
Franklin St
S High St
E Louisiana Ave
E Iowa Ave
E Mexico Ave
S Broadway St
S Downing St
S High St
Yale Ave
Mississippi Ave
S Pierce St
S Harlan St
S Allison St
S Tejon St
S Raritan St
Bannock St
Yale Ave

Exhibit B

Description of the RTD Funding

RTD shall contribute up to $750,000 towards the City's costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2024, through December 31, 2026. Should the actual hours operated be reduced from those outlined in **Exhibit A,** payment will be reduced accordingly. The City will contribute $750,000 towards the costs of operating the Services.

Summary Budget Table

Year	RTD Funding	Local Funding	Total	Notes
Year 1	$ 150,000.00	$ 150,000.00	$ 300,000.00	
Year 2	$ 300,000.00	$ 300,000.00	$ 600,000.00	
Year 3	$ 300,000.00	$ 300,000.00	$ 600,000.00	
Total Project Cost			$ 1,500,000.00	

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit C

Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

1. Two (2) passengers/boardings per hour
2. 50% of trips wait time is less than 30 minutes
3. 80% rolling stock reliability

Exhibit D
Communication and Notices – Contacts

For the City:

City/County of Denver
201 W Colfax Avenue
Denver, CO 80202
Attn: Amy Ford
Amy.Ford@denvergov.org

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Fred Worthen
303.299.2842
Fred.Worthen@rtd-denver.com

Exhibit E
Special Provisions

REPORTS. On a quarterly basis, the City will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 6 of this Agreement, the City will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

MARKETING MATERIALS. The City will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the City. The City will have final say on any issues related to marketing materials or marketing plans.

DRUG AND ALCOHOL TESTING PROGRAM: The City shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The City further agrees to (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the term of this Agreement, and (ii) submit the Management Information System (MIS) reports no later than February 15 of every year during the term of this Agreement to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202. To certify compliance, the City shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Exhibit F
Transit Equity

Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the City will be treated as an extension of RTD for compliance with the objectives of Title VI.

The City agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the City shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

   To file a complaint or obtain more information regarding RTD's complaint procedures, visit https://www.rtd-denver.com/reports-and-policies/title-vi-policy; call 303.299.6000; email titlevicomplaints@rtd-denver.com or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

   a. The City must post a copy of this notice on their website and any vehicles of services that are RTD-funded.

2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within 15 calendar days of receipt.

The City shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the City results in a discriminatory outcome, RTD will provide specific instructions to the City on how corrective action shall be taken.

Pursuant to FTA regulations, the City shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The City shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of City's provision of the Services for years occurring after the expiration of the term of this Agreement, the City shall be required to submit the Title VI Letter to RTD every three (3) years.

EXHIBIT G

REGIONAL TRANSPORTATION DISTRICT

INSURANCE REQUIREMENTS

GENERAL CONTRACTS

General

All defined terms contained in this Exhibit G shall have the same meaning ascribed to them in this Agreement.

The City of Denver **("Contractor")** shall require that its subcontractors purchase and continuously maintain in full force and effect for this Agreement period specified herein, all insurance policies specified in this Exhibit G. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this Exhibit G shall not be limited to coverage provided under said insurance policies. The Contractor's subcontractors shall remain solely and fully liable for all deductibles, self-insured retentions, and amounts in excess of the coverage actually realized.

Commercial General Liability Insurance

At all times during the performance of this Agreement, the Contractor's subcontractors shall have and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations Hazard for a minimum of two (2) years

following final completion of the Project or the applicable statute of limitations or statute of repose, whichever is greater. The policy cannot be endorsed to exclude work of any independent contractor or subcontractor; nor contain any conditions regarding when coverage is available for acts, omissions or work of a subcontractor, nor may the policy limit coverage to a designated premises, nor may the policy exclude or limit coverage for liability arising from the Products and Completed Operations Hazard.

If Commercial General Liability Insurance or other form with general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor's subcontractors may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor's subcontractors. General Aggregate limit applies per construction Project.

The policy or policies must provide the following minimum limits of liability as follows:

Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate

There shall be a separate minimum limit of liability for the Products/Competed Operations Hazard not included within the General Aggregate.

Amount of Coverage	$1,000,000 per occurrence
	$2,000,000 aggregate

Commercial Automobile Liability Insurance

At all times during the performance of this Agreement, the Contractor's subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage: $1,000,000 combined single limit

Workers' Compensation and Employer's Liability Insurance

At all times during performance of this Agreement, the Contractor's subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The Contractor's subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage: $1,000,000 bodily injury by accident

$1,000,000 bodily injury by disease

$1,000,000 policy limit

Umbrella/Excess Liability

At all times during performance of this Agreement, the Contractor's subcontractors shall have and maintain Umbrella and Excess Liability insurance on a following form basis with limits of liability in a minimum amount as follows for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, with minimum liability limits as follows:

Amount of Coverage: $2,000,000 per occurrence

$2,000,000 aggregate

This excess insurance shall follow form and be at least as broad as the Contractor's subcontractors primary Commercial General Liability (including additional insureds), Commercial Auto Liability, and Employer's Liability insurance. The above insurance levels may be met through any

combination of primary insurance and excess liability/umbrella insurance so long as the total amount meets the stated minimum requirements.

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. The Contractor's subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor's subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancelations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor's subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.

2. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation). Coverage shall be provided by Forms CG 2038 (ongoing operations) and CG 2040 (completed operations) or by an alternative endorsement approved by RTD.

3. For the insurance specified herein, the Contractor's subcontractors' insurance shall be primary and non-contributory insurance with respect to the Contractor's subcontractors' insurance for RTD and its members, directors, officers, employees and agents. Contractor's subcontractor policy/policies shall contain ISO Form 2001 04 13, or such other form or endorsement approved by RTD.

4. The insurance specified herein shall contain an express waiver of subrogation in favor of RTD as by ISO form CG 2453 or CG 2404. The Contractor's subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

5. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor's subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor's subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor's subcontractors are responsible hereunder, the **Contractor's** subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor's subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor's subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) days.

Maintenance of Coverage and Renewal Policies

No less than twenty-one (21) calendar days prior to the expiration date of any policy to be provided by the Contractor's subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

There shall be no recourse by any party, insurer, the Contractor's subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor's subcontractors.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor's subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.