

**INTERGOVERNMENTAL AGREEMENT  
RTD LiVE Program Eligibility**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)**, is effective as set forth on the City’s signature page, is made by and between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado acting by and through its **Denver Human Services Department (“DHS”)** and the **Regional Transportation District (“RTD”)**, a political subdivision of the State of Colorado. **DHS** and **RTD** may hereinafter be referred to individually as “Party” and collectively the “Parties”.

**THE PARTIES AGREE AS FOLLOWS:**

1. **AUTHORITY**: This Intergovernmental Agreement (“IGA”) is made by and between the Parties in accordance with C.R.S. § 29-1-203, et seq.
2. **PURPOSE**: The purpose of this IGA is to provide eligibility determination and enrollment into RTD’s LiVE Program, a fare discount program for low-income individuals.
3. **TERM**: The term of this IGA shall be from July 1, 2024 through June 30, 2027 unless earlier terminated as provided herein. Any extension or modification of this IGA shall be by written amendment signed by the Parties in the same manner as this IGA.
4. **COMPENSATION AND PAYMENT**: RTD shall pay, and the City shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the budget amounts set forth in **Exhibit A**.
5. **MUTUAL OBLIGATIONS & RESPONSIBILITIES**: The Parties shall diligently perform each Party’s respective obligations and responsibilities as set forth in the Scope of Work attached hereto as Exhibit A. The Parties shall collaborate on future planning efforts to evaluate the LiVE program or implement further systems consistent with the purpose of this IGA.
6. **NOTICES**: Notices concerning the termination of this IGA, alleged or actual violations of the terms or conditions of this IGA, and other notices that may or should be given to either Party under this IGA must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid to the Parties at the addresses below. 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.

To the City at the following address:

Executive Director, Denver Department of Human Services 1200  
Federal Boulevard  
Denver, Colorado 80204-3221

With a copy to:

Contracting Services Supervisor, Denver Department of Human Services 1200  
Federal Boulevard  
Denver, Colorado 80204-3221 With

an additional copy to:

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

To RTD at the following address:

Doug MacLeod, Chief Financial Officer  
Regional Transportation District  
1660 Blake Street  
Denver, CO 80202  
Douglas.MacLeod@rtd-denver.com

With a copy to:

General Counsel  
Regional Transportation District  
1660 Blake Street  
Denver, CO 80202

7. **FUNDS AVAILABILITY:** The Parties acknowledge that (i) neither Party by this IGA irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this IGA is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party. The Parties understand and agree that any expenditure of DHS shall extend only to funds appropriated by the City Council for the purpose of this IGA, encumbered for the purpose of the IGA and paid into the City Treasury. The RTD's participation under this IGA is subject to annual appropriation of funds by the RTD Board of Directors.
8. **LAW:** This IGA is subject to and shall be interpreted under the laws of the State of Colorado, the City Charter, the City Revised Municipal Code, and the Ordinances, Executive Orders, and the Rules and Regulations of the City. Venue and jurisdiction shall exclusively be in the Denver District Court.
9. **CONFIDENTIAL INFORMATION/OPEN RECORDS:** Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party pertaining to this IGA. This provision shall not be construed to modify any obligations pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

10. **EXAMINATION OF RECORDS**: Any authorized agent of either Party, including the City Auditor and the Office of the State Auditor or their representatives, has the right to access and the right to examine pertinent books, documents, papers and records of the other Party, with the exception of personally identifiable or confidential information which release is prohibited by applicable law or rule, involving transactions related solely to this IGA, for the duration of the IGA plus three (3) years. When conducting an audit of this Contract, the City Auditor and Office of the State 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 either Party to make disclosures in violation of state or federal privacy laws. The Parties shall at all times comply with D.R.M.C. § 20-276.
11. **SEVERABILITY**: To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of this IGA, the terms of this IGA are severable, and should any term be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.
12. **TERMINATION**: Either Party shall have the right to terminate this IGA for convenience by giving the other Party one hundred eighty (180) days notice by mail. If notice is so given, this IGA shall terminate on the expiration of the one hundred eighty (180) days, and the liability of the Parties for the further performance of the terms and provisions of this IGA shall thereupon cease, however, the Parties shall not be relieved of the duty to perform any obligations which accrue up to the date of termination.
13. **INTEGRATION/DRAFTING**: This IGA is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the either Party. The Parties acknowledge that each Party has had the opportunity to review this IGA and that this IGA shall not be construed against either Party merely because this IGA or any of its provisions have been prepared by a particular Party.
14. **NO THIRD PARTY BENEFICIARY**: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this IGA shall be deemed to be incidental beneficiaries only.

15. **INSURANCE**: Each Party is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended (“Act”). Each Party shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Act.
16. **COLORADO GOVERNMENTAL IMMUNITY ACT**: In relation to this Agreement, the Parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.
17. **LIABILITY**: Each Party will be responsible for its own negligent acts or omissions of its officers, employees while performing their professional duties in connection with the subject matter of this Agreement or any amendment hereto. This obligation shall survive termination of this Agreement.
18. **LITIGATION REPORTING**: Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency related to any claim arising from this IGA, the Party receiving service shall notify the other Party of such action and deliver copies of such pleadings to the other Party.
19. **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 IGA on behalf of the Parties and to bind the Parties to its terms.
20. **SEPARATE ENTITIES**: The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.
21. **PARAGRAPH HEADINGS**: The captions and headings set forth in this IGA are for convenience of reference only and will not be construed so as to define or limit its terms and provisions.
22. **AMENDMENT**: This IGA may be amended from time to time by agreement among the Parties hereto, provided, however, that no amendment, modification, alteration, or extension of the terms or provisions hereof shall not be binding upon any Party unless the same is in writing and duly executed by all Parties hereto.

23. **ASSIGNMENT**: The Parties shall not assign or otherwise transfer each Party's respective responsibilities and obligations contained in this IGA without the prior written consent of the other Party.
24. **COUNTERPARTS**: This IGA may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.
25. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibit is hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

**(SIGNATURE PAGES AND EXHIBIT TO FOLLOW)**

**Contract Control Number:** SOCSV-202474273-00  
**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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SOCSV-202474273-00  
REGIONAL TRANSPORTATION DISTRICT

Signed by:  
*Debra Johnson*  
6D0BE27723944E0...  
By: \_\_\_\_\_

Name: Debra A. Johnson  
(please print)

Title: General Manager and CEO  
(please print)

ATTEST: [if required]

DocuSigned by:  
*Aimee Beckwith*  
4662A02C4DC2448...  
By: \_\_\_\_\_

Name: Aimee Beckwith  
(please print)

Title: Senior Associate General Counsel  
(please print)

Regional Transportation District  
 City & County of Denver, Human Services  
 Intergovernmental Agreement  
 SCOPE OF WORK

I. OVERVIEW

Public Agency	Regional Transportation District (RTD)
Address	1660 Blake Street Denver, CO 80202
Website	rtd-denver.com
Services Summary	Eligibility determination and enrollment in RTD’s LiVE Program, a fare discount initiative for low-income individuals
Contract Term	07/01/2024 – 06/30/2027
Fiscal Term	07/01/2024 – 06/30/2027
Budget Total	\$1,908,448
Division	Economic Resilience (ER)
Program	RTD LiVE
Funding, Funding Type	RTD Revenue – local
CCD Contract # (Legacy #)	SOCSV-202472473-00

II. BACKGROUND AND PURPOSE

- a. The Regional Transportation District (RTD) was created in 1969 by the Colorado General Assembly to develop, operate and maintain a mass transportation system. RTD’s area of service includes the City and County of Denver.
- b. To enhance accessibility and affordability across its transportation network, RTD introduced LiVE, an income-based fare discount program in 2019, offering reduced fares to riders with lower incomes. In March 2024, RTD expanded eligibility and applicability of the program, Qualified customers receive an eligibility card that allows them to receive discounts on all RTD buses, FlexRide, light rail, commuter rail and Access-a-Ride services.
- c. The purpose of this agreement is to formalize the scope of work that will be provided by City and County of Denver (City) Human Services Department



(Denver Human Services or “DHS”) staff in support of the RTD LiVE program. It will also describe the terms and conditions for payment for those services.

III. SERVICES

- a. DHS shall conduct eligibility determinations for clients enrolling in the RTD LiVE program based on the eligibility requirements set by RTD.
- b. DHS shall serve as the primary customer services agent for all customer services inquires related to the LiVE Program applications and enrollment. DHS staff shall answer questions, provide help with applications and photos, or take applications over the phone for customers who contact the program through the DHS RTD LiVE phone number and/or email.
- c. DHS shall facilitate direct client assistance at community partner locations and provide mobile services to assist customers at these sites.
- d. DHS shall collaborate with RTD staff to resolve benefit inquiries and provide necessary information and/or documentation promptly.
- e. DHS shall provide services as described in this Agreement in a manner culturally appropriate and consistent with the City’s commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.

IV. CITY RESPONSIBILITIES

- a. DHS shall have sole responsibility for all matters related to personnel and payroll records, including hiring, training, and other staffing responsibilities in order to carry out the work as described in this Agreement, the withholding and payment of federal, state, and local income and payroll taxes, the payment of workers’ compensation and unemployment compensation insurance, wages, and other fringe benefits. DHS will also handle all other labor relations matters. All associated costs will be borne exclusively by DHS.
  - i. Staffing levels and hiring of new staff shall be discussed with RTD as soon as identified to allow for adequate planning between the Parties.
- b. DHS shall provide a confidential office space equipped with necessary office supplies, computers, and access to essential equipment and connectivity, including PEAK, PEAK Pro, and the internet.
- c. DHS shall provide supervision and training for the staff, including overseeing vacation and leave approvals.

- d. DHS will ensure coverage during staff absences due to illness, vacations, emergencies, or other reasons, not to exceed ten (10) business days.
- e. DHS staff will conduct all client business in a private space to ensure compliance with all City privacy policies and all federal and state regulations.
- f. DHS shall monitor staff performance to ensure timely and accurate eligibility determination and reporting.
- g. DHS shall provide audit reports relevant to this contract from internal auditors or third parties auditing DHS or the City and County of Denver, as applicable, to RTD. Additionally, DHS shall cooperate with audits conducted by RTD or the Office of the State Auditor.

V. COMMUNICATION AND COLLABORATION

- a. DHS shall
  - i. Attend regular meetings with RTD to review process, workflows, and workloads.
  - ii. Coordinate attendance at community partnership locations and events with RTD staff. DHS will balance attendance with the requirement to process applications in a timely manner.
  - iii. Communicate with RTD challenges and opportunities to best reach focus populations and geographic areas with the greatest impact.
- b. RTD shall:
  - i. Schedule and attend regular meetings to facilitate service delivery.
  - ii. Communicate RTD policy and programmatic decisions which impact service delivery to DHS with clear expectations regarding next steps for implementation.
  - iii. Provide guidance to DHS on outreach and service delivery as necessary to support fulfillment of the funding purpose.

VI. KEY PERFORMANCE INDICATORS (KPIs)

- a. Goal/Desired Impact(s)
  - i. Enhance transportation accessibility.
- b. Outcome Measures
  - i. Perform application assistance and application processing accurately and in a timely manner. The required timeframe will depend on the circumstances and will be discussed and agreed upon between DHS management and RTD
  - ii. 100% reporting accuracy of RTD LIVE Program staff hours
- c. Output/Process Measures

- i. Percentage of applications processed within the required timeframe
- ii. Number of applications by status
- iii. Number of hours spent by DHS staff working on the RTD LIVE Program

VII. REPORTS

a. DHS shall submit the following reports to RTD by the dates indicated below:

Report	Details	Due Date
1. PEAK Pro reports	Pull report(s) programmed into PEAK Pro and provide to RTD. Currently, the only report that is programmed in PEAK Pro is an application status report.	Due by 2 <sup>nd</sup> workday of each month
2. Other Reports	Other reports as reasonably requested by RTD and agreed upon with DHS	As requested

b. DHS shall request report due date extensions in writing prior to a report deadline, if necessary.

VIII. PERFORMANCE MANAGEMENT

a. DHS shall permit RTD to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by DHS in providing services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.

b. Monitoring can and shall be performed by RTD throughout the term of the Agreement as follows:

- i. *Program or Managerial Monitoring* – Review of the quality of services being provided and the effectiveness of those services to address the needs of RTD.
- ii. *Contract Monitoring* – Review and analysis to determine the extent to which DHS is achieving established contractual objectives and goals. RTD will bring any concerns to DHS’s attention. RTD and DHS, in collaboration, will develop interventions to resolve the issues.
- iii. *Compliance Monitoring* – Review to ensure the terms of the Agreement are met, including compliance with RTD policies and Federal, State and City legal requirements, standards, and policies.
- iv. *Financial Monitoring* – Regular reviews to ensure that costs are allocated and expended in accordance with the terms of the Agreement. RTD will review allowability and documentation of costs through invoice review, sampling methods, and/or full documentation reviews.

IX. BUDGET

a. Payment Method

- i. DHS shall be reimbursed, in arrears, for services provided under this Agreement. Amounts invoiced under this Agreement shall not exceed the Total Contract Budget listed below.

b. Invoicing

- i. DHS shall submit invoices to RTD each month for services provided in the month prior.
- ii. Invoice supporting documentation shall be provided with each invoice.
- iii. Unless otherwise instructed, invoices shall be submitted to [AP.Department@RTD-Denver.com](mailto:AP.Department@RTD-Denver.com). DHS shall copy the RTD Contract Manager, and other RTD staff as requested by RTD.

c. Budget Table

Personnel				
Position Title	State FY2025	State FY2026	State FY2027	Contract Budget
Eligibility Technician II (up to 4 FTE)	\$229,292	\$240,758	\$252,822	\$722,872
Eligibility Specialist (1 FTE)	\$71,657	\$75,240	\$79,002	\$225,898
Outreach Case Coordinator (1 FTE)	\$71,785	\$75,374	\$79,143	\$226,302
Fringe Benefits (Rate: 35%)	\$130,457	\$136,980	\$143,838	\$411,275
<i>Contract Personnel Subtotals</i>	<i>\$503,190</i>	<i>\$528,352</i>	<i>\$554,805</i>	<i>\$1,586,347</i>

Direct Costs		
Type of Expense	Cost Detail	Annual Contract Budget
Materials & Supplies	Program and office supplies	\$20,000
Travel	Staff mileage and parking reimbursement @ \$2,000/year	\$6,000
Client Services	Expense items agreed between RTD and DHS for client services	\$15,000
Direct Costs Subtotal		\$41,000

<b>Total Direct Cost</b>	<b>\$1,627,347</b>
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Indirect Costs			
Type of Expense	Cost Detail		Contract Budget
Administrative/ Indirect Costs	Indirect Method: Negotiated Rate Indirect Base: Personnel Costs	17.72%	\$281,101

<b>Total Contract Budget</b>	<b>\$1,908,448</b>
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d. Budget Definitions

- i. Salaries and Wages. Staff assigned to work specifically on the contracted activities. Funds may be used to reimburse staff salary and wages and for the prorated share of leave costs (PTO, vacation, sick, holidays, etc.). Funds may not be used to reimburse bonuses, severances, payouts of leave when an employee separated from job, or for staff who are on pre-disciplinary or disciplinary leave.
- ii. Fringe Benefits. Any monetary benefit an employer offers in exchange for an employee's service that does not include their salary. Funds may be used for the prorated share of payroll taxes (i.e., Social Security, Medicare, federal unemployment, state unemployment), insurance (i.e., medical, dental, vision, life, ADD/LTD, workers comp), and retirement plans.
- iii. Prorated Share. Salaries, wages, and fringe benefits that are based on records that accurately reflect the work performed and comply with the established policies and practices of the City and DHS. Positions that do not work 100% of their time on the contracted activities must keep documentation that supports a reasonable allocation or distribution of costs among specific activities or cost objectives.
- iv. Direct Costs. Costs that can be identified specifically with the contracted program, project or activities and can be assigned relatively easily with a high degree of accuracy.
- v. Materials and Supplies. Tangible personal property to be used by DHS during the contract term that are not defined as equipment (useful life of over a year and over \$5,000/unit).
- vi. Travel. Costs for employees who travel on official business related to the contracted activities. The costs may only be reimbursed at federal uniform rates and mileage reimbursement may not exceed the approved federal (IRS) rate.
- vii. Other Direct Costs. Any other allowable costs that provide direct support to the program, project or activities and cannot be easily included into the other categories.
- viii. Administrative/Indirect Cost Rate. Allocable portion of necessary and reasonable costs that benefit multiple programs or functions of an organization that cannot be readily identified as a direct cost (i.e., rent, utilities, general supplies, administrative expenses).

X. CONTRACT LIFECYCLE SUMMARY

a. The table below summarizes the history of the contract to date, providing context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Funds	Contract Maximum
<b>Base</b>	07/01/24 - 06/30/27	07/01/24 - 06/30/27	\$1,908,448	N/A	\$1,908,448