

**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 home rule 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 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, 2019 through June 30, 2024 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. **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.
5. **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.*
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 will be made to each Party as follows:

By DHS to:

Todd Jorgensen  
Deputy Executive Director  
1200 Federal Blvd.  
Denver, CO 80204  
Todd.Jorgensen@denvergov.org

With a copy to:

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

By RTD to: Heather McKillop, Chief Financial Officer & Assistant General Manager,  
Finance and Administration  
Regional Transportation District  
1660 Blake Street  
Denver, CO 80202  
Heather.McKillop@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. 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.
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.
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 by giving the other Party ninety (90) day notice by mail. No cause is necessary. If notice is so given, this IGA shall terminate on the expiration of the ninety (90) 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. LIABILITY OF THE PARTIES: The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*. The provision of services under this IGA is for the benefit of both Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.
16. 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.
17. 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.
18. 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.

19. SEPARATE ENTITIES: The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.
20. 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.
21. 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.

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:**  
**Contractor Name:**

SOCSV-201950941  
THE 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: \_\_\_\_\_

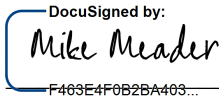
**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

By: \_\_\_\_\_

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

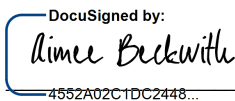
SOCSV-201950941  
THE REGIONAL TRANSPORTATION DISTRICT

By:  F463E4F0B2BA403...

Name: Mike Meader  
(please print)

Title: Chief Safety and Security Officer ( Acting GM)  
(please print)

ATTEST: [if required]

By:  4552A02C1DC2448...

Name: Aimee Beckwith  
(please print)

Title: Associate General Counsel  
(please print)



**REGIONAL TRANSPORTATION DISTRICT  
SCOPE OF WORK  
SOCSV 2019-50941**

**I. Purpose of Agreement**

Denver Human Services (DHS) is working with the Regional Transportation District (RTD) to provide eligibility determination and enrollment into RTD's LiVE Program, a fare discount program for low-income individuals. RTD has agreed to fund up to four (4) DHS Eligibility Technician II's (herein referred to as ET II's) depending on the needs of the LiVE Program onsite at the DHS Castro facility to assist in the processing of these benefits.

**II. Overview of General Responsibilities**

- A.** DHS will provide a confidential office space that supports confidential RTD files, office supplies, a desktop computer with dual monitors, access to fax, scan and copy machines, file space and a phone for four (4) ET II's at DHS. In addition, connectivity to PEAK Pro and the internet will be provided and supported.
- B.** The ET II's will provide eligibility determination for RTD's LiVE Program. A confidential work space must also be maintained at all times.
- C.** DHS will provide supervision and training for the ET II's and will provide coverage for all ET II's' vacation and leave approvals. DHS will oversee the ET II's to ensure compliance with pertinent State, Federal and local laws and regulations. DHS will monitor and conduct reviews of the ET II's to ensure timeliness and accuracy of eligibility determination and reporting.
- D.** The ET II's shall, always, be employees of DHS. DHS will have sole responsibility for all matters relating to the maintenance of personnel and payroll records, the withholding and payment of Federal, State, and local income and payroll taxes, the payment of workers' compensation and unemployment compensation insurance (if any), wages, and other fringe benefits, and the conduct of all other matters relating to labor relations. The costs associated with the matters described in the previous sentence will be the sole expense of DHS. The ET II's will not be entitled to any compensation, payment, or benefits of any kind from RTD.
- E.** The ET II's shall work up to forty (40) hours per week from July 1, 2019 to June 30, 2024 (the "Term") at DHS' Castro facility and shall be subject to the same policies, procedures, rules, and regulations as other DHS employees. The ET II's shall follow the same holiday schedule and leave policies as other DHS employees. RTD shall reimburse 100% of the ET II's' gross salary and fringe benefits attributable to the number of hours actually worked for RTD, which shall in no case exceed the average equivalent of forty (40) hours per week, to DHS on a monthly basis during the Term of the attached agreement.



**REGIONAL TRANSPORTATION DISTRICT  
SCOPE OF WORK  
SOCSV 2019-50941**

- F.** DHS, through the use of the ET II's, shall be responsible for eligibility determination of RTD's LiVE Program for applicants not determined to be categorically eligible through participation in certain public assistance programs. The ET II's shall use PEAK Pro as its main data source in determining benefits for the program. In addition, DHS will serve as the primary customer service agent for all customer service inquiries related to the LiVE Program applications and enrollment. DHS agrees to receive all customer inquiries in person, by phone, via mail and via facsimile.
- G.** The ET II's will work with RTD's staff to ensure that benefit inquiry issues are resolved, and proper documentation is provided to RTD staff.

### **III. Roles and Responsibilities for both parties**

#### **A. ET II's Roles and Responsibilities**

- 1. Conduct eligibility determinations for clients enrolling in the RTD LiVE program, as outlined in DHS' RTD business rules and procedures.
- 2. The ET II's will adhere to all confidentiality requirements and will ensure any written documentation with PHI and PII information meets the DHS privacy records policies.

#### **B. DHS Roles and Responsibilities**

- 1. Provide supervision, training, and administrative oversight for the ET II's.
- 2. Ensure continuing coverage during any ET II's extended absences due to illness, vacations, emergencies or other reasons.  
The continuing coverage is not to exceed ten (10) days.
- 3. Coordinate regularly scheduled meetings with RTD to review processes and workflows.
- 4. Conduct a review of the ET II's' workload after the first 90 days of implementation to determine adequate staffing level.
- 5. Perform any quality reviews of eligibility determinations as required within DHS review policies.
- 6. Provide an annual certification to RTD that DHS complies with Federal, State, and City and County laws and regulations.
- 7. Provide audit reports for audits of DHS or City and County of Denver, as applicable, performed by internal auditors or third parties, that are relevant to the performance of this contract.
- 8. Cooperate with audits performed or contracted for by RTD or the Office of the State Auditor.





**REGIONAL TRANSPORTATION DISTRICT  
SCOPE OF WORK  
SOCSV 2019-50941**

**C. RTD Roles and Responsibilities**

1. Review and monitor DHS' quality review procedures and results as required within RTD's policies.
2. Review summary reports for LiVE Program application processing provided monthly by DHS.
3. Pay for DHS services as outlined in this agreement.

**IV. Process and Outcome Measures**

**A. Process Measures**

1. DHS will provide time reporting to determine number of hours DHS staff is working on the RTD LiVE Program.
2. RTD and DHS will monitor and evaluate the volume of workload for DHS staffing needs.

**B. Outcome Measures**

1. DHS will report hours 100% accurately.
2. After the initial 90-day period, DHS and RTD will evaluate the number of applications for the LiVE Program staffing needs to determine appropriate DHS staffing levels on a quarterly basis.

**V. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by RTD. DHS may be reviewed for:

1. Program or Managerial Monitoring: The quality of the services being provided by DHS and the effectiveness of those services in addressing the needs of the LiVE Program.
2. Performance & Financial Monitoring: Review and analysis of current program information to determine the extent to which DHS is achieving the established guidelines as stated in this scope of work. RTD will manage any performance issues and will develop interventions that will resolve RTD concerns.
3. Compliance Monitoring: Monitoring to ensure that the requirements of the contract document, and the annual plan and policies for the Program are being met.



**DENVER**  
HUMAN SERVICES

**REGIONAL TRANSPORTATION DISTRICT  
SCOPE OF WORK  
SOCSV 2019-50941**

**B. Reporting**

Report Name	Description	Frequency	Reports to be sent to:
Monthly Activity Report	Monthly Production Report	Due monthly on the 15th	RTD Project Manager
Monthly Status Report	Number of applications by status, as of the last day of the month	Due monthly on the 15th	RTD Project Manager
Other reports as reasonably requested by RTD	TBD	TBD	RTD Project Team

**IV. DHS funding information:**

A. Program Name: RTD LiVE

B. Funding Source: RTD

**V. Budget**

A. The ET II's shall work up to forty (40) hours per week. RTD will pay an amount not to exceed \$2,000,000 (two million dollars) for all services provided and costs and expenses incurred by the City during the Term. This is an estimated maximum contract amount, but RTD will be charged monthly based on the actual salaries of the personnel providing the services. In the event an ET II position is vacant, RTD will not be charged for the period that the position is vacant.


**DENVER**  
 HUMAN SERVICES

**REGIONAL TRANSPORTATION DISTRICT  
 SCOPE OF WORK  
 SOCSV 2019-50941**
**B. Budget**

<b>Contractor Name:</b>	<b>RTD</b>	
<b>Contract Number:</b>	<b>7/1/2019-6/30/2024</b>	
<b>Contract Term:</b>	<b>SOCSV 2019-50941</b>	
<b>Program Name:</b>	<b>LiVE</b>	
<b>Direct Costs</b>	<b>Amount</b>	<b>Budget Narrative Justification</b>
<b>Staffing</b>		
Eligibility Technician II (4 Full-time)	\$1,097,912.00	Up to 4 Full-time Eligibility Technicians.
Eligibility Technician II Fringe Benefits	\$384,271.00	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), cost of leave (PTO, vacation, sick, holidays), insurance (medical, dental, vision, disability, and workers comp) and pension or retirement plans.
<b>Staffing Subtotal</b>	<b>\$1,482,183.00</b>	
<b>Indirect Costs</b>	<b>\$323,116.00</b>	21.80% of Staffing Direct Costs
<b>Other Direct Services</b>		
Client Services	\$25,000.00	Items provided to clients
Mileage	\$5,000.00	Rate not to exceed the standard IRS rate at the time of travel
<b>Other Direct Services Subtotal</b>	<b>\$30,000.00</b>	
<b>TOTAL BUDGET:</b>	<b>\$1,835,299.00</b>	

C. DHS will invoice RTD on a monthly basis in arrears for reimbursement of salary and fringe benefits and other direct costs, based on time reports and actual costs incurred. Indirect costs will be invoiced based on a percentage of direct costs. Invoices and back-up documentation shall be emailed to the RTD Accounts Payable Department at [AP.Department@RTD-Denver.com](mailto:AP.Department@RTD-Denver.com).

D. Upon the receipt of an invoice, the Regional Transportation District shall pay the City and County of Denver. Payment shall be sent to:

Denver Human Services  
 Attn: General Accounting  
 1200 Federal Blvd, 4<sup>th</sup> Floor  
 Denver, CO 80204