INTERGOVERNMENTAL AGREEMENT
FOR GARFIELD COUNTY SENIOR PROGRAMS
TRAVELER SERVICES - 2021

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county ("BOCC"), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority ("RFTA"), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2021 (the "IGA" or "Agreement"). This Agreement is effective as of January 1, 2021.

RECITALS

A. The BOCC and RFTA, collectively, the "Parties," are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.

B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County ("the 9-Party IGA"). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.

C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party's annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the "MOU").

D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2021. The 2021 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2021 transportation services (the "2021 MOU").

E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services ("DHS"), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by

ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages "agencies at all levels of government" to cooperate to administer programs and deliver services to the older population.

G. The transportation services provides ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the "Traveler"). The Traveler also provides services that are not within the scope this IGA.

H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens in 2021 in accordance with the 7-Party IGA and appropriate the 2021 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.

2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.

3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the date signed and shall terminate on December 31, 2021.

4. Transportation Services Provided. The transportation services funded by this Agreement are wheel chair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation ("Seniors"). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2021 for the provision of the services contemplated by this Agreement is **Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Dollars and 96 Cents ($549,826.96).** This amount is based upon RFTA's estimated cost to provide the services in 2021 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2021, RFTA estimates that its cost to provide these services is **$748,097.00.**

b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **$30,000.00** for 2021.

c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2021 MOU, to which both the BOCC and RFTA are parties. For 2021, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is **$168,270.04.**

6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.

b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.

d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.

e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.

f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4. .

g. Functional Assessment Assistance. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process outlined in Paragraph 7(b) as requested by the Senior Programs Manager.

h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS on a monthly basis. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.

i. Annual Reconciliation Report. In addition to the monthly reports, on or before January 29, 2022, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2021 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.

j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will

provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1.

l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.

m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2021 MOU, dependent on RFTA's Board's final approval of the budget. Any additional costs will be covered by the fund established after cost savings at the end of the year have been recognized.

n. IntelliRide. RFTA agrees to enter into a contract with Intelluride, the organization responsible for Medicaid non-emergent transportation and also agrees to maximize this reimbursement source as an income producing mechanism for the Traveler program. Income received from this source will offset the total cost of the Traveler.

7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:

a. Compensation. For calendar year 2021, the BOCC shall pay RFTA the amount set forth in paragraph 5 **($549,826.96**) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of **$45,818.91** beginning no later than February 26, 2021 and each 10th day of the month thereafter during the 2021 term of this IGA.

b. Functional Assessment Evaluations. The BOCC agrees to assign a qualified DHS staff member to perform functional assessments of those individuals who wish to apply for Traveler services. The selected staff member may be the Senior Programs Manager identified in paragraph 15 ("Senior Programs Manager") or her designees and must be certified to determine eligibility for service. RFTA and DHS agree to use the same assessment instrument and to utilize the following process:

(1) RFTA will notify the DHS Manager of every potential new client either presumed to be eligible for transportation services.

(2) The DHS Manager will send an application to the self-identified potential Traveler client.

(3) Upon receipt of a completed application, the DHS Manager or designees will schedule and complete the functional assessment.

(4) RFTA Supervisor and the DHS Manager will participate in scheduling a vehicle for use during the assessment.

(5) Certified RFTA staff will be available to schedule and complete assessments in conjunction with the DHS Manager.

c. Training Assistance. The BOCC will make appropriate DHS personnel available to train Traveler staff, drivers, and volunteers with respect to the appropriate skills and sensitivities necessary to serve older and disabled adult passengers.

d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.

e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).

f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.

g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

9. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq*.

10. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

11. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

12. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

13. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

14. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA:	Dan Blankenship, Chief Executive Officer
Administrator	Roaring Fork Transportation Authority
Contact Person	2307 Wulfsohn Road
	Glenwood Springs, CO 81601
	Phone: (970) 384-4981
	Fax: (970) 945-7386
	E-mail: dblankenship@rfta.com

Notice to BOCC:	Sharon Longhurst-Pritt, DHS Director
Administrator	195 West 14th Street, Building B
	Rifle, CO 81650
	Phone: (970) 625-5282, Ext 3265
	Fax: (970) 625-0927
	E-mail: spritt@garfield-county.com
Contact Person	
For BOCC:	Judy Martin, Senior Programs Manager
	195 West 14th Street
	Rifle, CO 81650
	Phone: (970) 945-9191, ext. 3061
	Fax: (970) 928-0465
	E-mail:jumartin@garfield-county.com

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action pursuant to this IGA shall lie in Garfield County, Colorado.

IN WITNESS WHEREOF, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

ATTEST:

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

_____
Clerk to the Board

By:_____

_____, Chair

ATTEST:

ROARING FORK TRANSPORTATION AUTHORITY

_____
Clerk to the RFTA Board of Directors

By:_____

_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2021 RFTA Scope of Services

Exhibit A: 2021 Vehicle Inventory
Exhibit C: 2021 County Holidays

Attachment No. 2: 2021 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2021

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2021 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.

b. Maintain the Traveler schedule including days of the week (currently 5 days a week), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).

c. Deliver meals from the Valley View Hospital kitchen to the East Garfield meal sites, excluding Sunnyside Retirement Center, and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles. The Traveler may be used to assist with dor to door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.

d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.

e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.

f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.

g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.

h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.

i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.

j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.

k. Maintain the confidentiality of all users of the Traveler.

l. Participate in the Garfield Emergency Operations when necessary.

m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.

3. Vehicles: RFTA shall:

a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.

b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a "loss payee" or "additional insured," as appropriate, along with the lien holders identified on the vehicle titles or registrations.

c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2021.

d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services, and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the actual route hours and miles incurred
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied and the reasons denied
- the use of a waiting list, if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- amount of program income received from IntelliRide as a result of non-emergent medical transportation.
- number of persons with disabilities who are not senior citizens utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month.

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
c. The cleanliness and appearance of the interior and exterior of each van.

EXHIBIT "A"
2021 TRAVLER VEHICLE INVENTORY

January 2021 Traveler Vehicles

	License Plate	Vehicle Number	Staging Area	Year	Vehicle Make & Model	# Passengers	VIN	Liability	Access Use
1.	799JCI	G3	GWS	2004	Ford E450 SD Startrans	14	1 FDXE45S33HB90587	X	Lift
2.	798JCI	G4	GWS	2005	Ford E350 SD Startrans	14	1 FDWE35S94HB52403	X	Lift
3.	795JCI	G5	Admin-GWS	2005	Pontiac Montana AWD PV	5	1GMDX33L85D277432	X	
4.	794JCI	G7	Admin-Rifle	2006	Toyota Van Sienna	5	5TDZA23C16S460666	X	
5.	796JCI	G8	GWS	2007	Ford E450 Senator S II	14	1FDXE45S760B15709	X	Lift
6.	377VHC	G11	Rifle	2009	Ford E 450 SD StarCraft	14	1FDEE45SX9DA61905	X	Lift
7.	378VHC	G12	Rifle	2009	Ford E350 SD Goshen Pacer	8	1FDEE35L49DA88564	X	Lift
8.	528 RUQ	G14	GWS-CNG	2015	Ford E450 SD Glaval	14-2WC	1FDFE4FS9FDA12107	X	Lift Rear
9.	529 RUQ	G15	GWS-CNG	2015	Ford E450 SD Glaval	14- 2WC	1FDF4FS6FDA30502	X	Lift Rear
10.	OHK929	G16	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS0JDC31000	X	Lift Rear
11.	OHK930	G17	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS2JDC31001	X	Lift Rear

EXHIBIT "B"
2021 GARFIELD COUNTY HOLIDAY SCHEDULE

Friday, January 1st – New Year's Day
Monday, February 15th – President's Day
Monday, May 31st – Memorial Day
Monday, July 5th – Independence Day
Monday, September 6th – Labor Day
Thursday, November 11th – Veteran's Day
Thursday, November 25th – Thanksgiving Day
Friday, November 26th – Post Thanksgiving Day
Thursday, December 23rd – Christmas Eve Day
Friday, December 24th – Christmas Day

Attachment No. 2 to Traveler IGA 2021

7-Party Memorandum of Understanding 2021