

**Attachment 21**  
**Inter-Governmental Agreements**

## **Inter-Governmental Agreements**

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Inter-Governmental Agreement to which the section containing such term relates, or if not defined therein, the meaning given to them in the Agreement.

### **1. EAGLE PROJECT**

#### **1. The CDOT IGA**

With respect to the FasTracks Eagle P3 Project Environmental Study, Engineering, Construction, Operation and Maintenance Intergovernmental Agreement dated [●], 2010 between RTD and the Colorado Department of Transportation (the **CDOT IGA**), a draft copy of which is attached hereto as Annex 1.1, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 1.5 (*Exhibits*);
  - (i) to execute any of the exhibits to the CDOT IGA; and
  - (ii) to determine the cost and credit allocation due to either RTD or CDOT;
- (b) Section 3 (*Local Agency Contribution*), to calculate or to credit any contribution;
- (c) Section 6.1 (*Permanent Rights to Use and Occupy CDOT ROW*), to negotiate or to execute any agreement with CDOT for the permanent occupation of CDOT rights-of-way;
- (d) Section 6.5 (*Cost of Additional Rights of Way*), the obligation to acquire or to pay for any replacement right-of-way for CDOT that is not Additional Property;
- (e) Section 8 (*Staffing and Management*), to pay the cost for retaining CDOT personnel;
- (f) Section 12 (*Insurance*), to procure and maintain insurance;
- (g) Section 13 (*Dispute Resolution*), to participate in the resolution of disputes between the parties to the CDOT IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement; and
- (h) Section 13.2 (*Availability of Funds*), to budget, authorize and appropriate RTD funds.

### **2. EAST CORRIDOR**

#### **1. The DIA IGA**

With respect to the Intergovernmental Agreement for DIA dated [●], 2010 between RTD and the City and County of Denver (**DIA IGA**), a draft copy of which is attached hereto as Annex 2.1, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 1.11.3 (*Gateway Stations*);
  - (i) to obtain approval to add Gateway Stations from the RTD Board, the FTA, or other agencies having jurisdiction over RTD;

- (ii) to coordinate Gateway Station locations and additions with Aviation and, if applicable, the FAA; and
  - (iii) to determine whether contingencies for any Gateway Station addition have been met;
- (b) Section 3 (*Local Match*);
  - (i) to negotiate, to determine or to reconcile Local Agency Contribution amounts, including which costs for Early Construction, Terminal Interface, and Terminal Station are RTD's or Aviation's costs; and
  - (ii) to negotiate and execute the Lease and renewal periods, to pay the Lease fee, to obtain an appraisal or to review an appraisal for determination of the Lease fee;
- (c) Section 4.2.1.3.2 (*LLWAS*), to remit money to Aviation;
- (d) Section 6.2.4.4 (*TVMs and Validators*), to provide ticket vending machines and validators at the DIA Rail Station;
- (e) Section 6.3 (*Peña Blvd. Bridge*);
  - (i) to remit money to Aviation or CCD;
  - (ii) to determine if deadlines for design or construction of the signature bridge have been met;
- (f) Section 6.5.1 (*Environmental and Engineering Phases*), to coordinate with Aviation regarding any ongoing environmental process;
- (g) Section 7.3 (*Obtaining Approvals from FAA, FTA, or other Regulatory Authorities*), to obtain any approval from the RTD Board, the FTA, or other agencies having jurisdiction over RTD;
- (h) Section 8.4 (*Construction Bonds*), to pursue Aviation claims under the construction bond;
- (i) Section 8.5 (*Construction Site Security*), to obtain security access authorizations for RTD employees;
- (j) Section 11.3 (*Park-n-Rides*), to maintain RTD's existing parking policies at the RTD park-n-Ride at 40<sup>th</sup> Ave. and Airport Blvd under Section 11.3 (*Park-n-Rides*);
- (k) Section 11.5 (*Emergency Operations Center*), to provide a 24-hour contact representative from the RTD Bus Dispatch Center;
- (l) Section 11.6. (*Business Disruption*), to respond to business disruption claims;
- (m) Section 13.2.2 (*Quarterly Meetings*);
  - (i) to obtain approval from the RTD Board, the FTA, or other agencies having jurisdiction over RTD;

- (ii) to collaborate with Aviation staff on schedule changes for presentation by RTD staff to the RTD Board;
- (n) Section 13.2.5 (*Service to be provided no later than 12/31/16*), to continue to provide bus service to DIA if initial rail service is not provided by December 31, 2016;
- (o) Sections 13.3 (*Sensitive Security Information*) and 13.4 (*Security During Operations*), to require compliance and to obtain access authorizations for RTD's employees;
- (p) Section 14.3.2 (*Denver Union Station*), to arrange for and to provide space at DUS for the Aviation facilities described thereunder;
- (q) Section 16 (*Disputes*), to participate in the resolution of disputes between the parties to the DIA IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (r) Section 17.1 (*Approval by City Council and RTD Board*), to obtain the RTD Board's and the CCD Council's approval of the DIA IGA;
- (s) Section 17.2 (*Appropriation by City Council and RTD Board*), to secure any budgetary appropriations by the RTD Board and by the CCD Council;
- (t) Section 17.9 (*Colorado Open Records Act*), to respond to Open Records Act requests submitted to RTD;
- (u) Section 18.10 (*Insurance*), to provide insurances required.

## 2. **The Aurora IGA**

With respect to the East Corridor Local Agency Contribution Intergovernmental Agreement dated [●] between RTD and the City of Aurora (the **Aurora IGA**), a draft copy of which is attached hereto as Annex 2.2, the Concessionaire shall not be required to perform the following obligations:

- (a) Sections 3 (*Local Agency Contribution*) and 4 (*Local Agency Contribution Credit*), to calculate, to collect or to credit any local agency contribution credits;
- (b) Section 4.1 (*Project Property*), to acquire property and property rights;
- (c) Section 5 (*Environmental and Engineering Phase*), to complete the NEPA process and documentation thereunder;
- (d) Section 17.2 (*RTD Project Liaison*), to appoint a Project Liaison to carry out RTD Project Liaison responsibilities;
- (e) Section 18 (*Disputes*), to participate in the resolution of disputes between the parties to the Aurora IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (f) Section 20 (*Approval by City Council and the Board*), to obtain the RTD Board's and the Aurora City Council's approval of the Aurora IGA; and

- (g) Section 21 (*Appropriation by City Council and the Board*), to secure any budgetary appropriations by the RTD Board and by the Aurora City Council.

### 3. **The E-470 IGA**

With respect to the East Corridor E-470 Crossing Intergovernmental Agreement dated [●] between RTD and the E-470 Public Highway Authority (the ***E-470 IGA***), a draft copy of which is attached hereto as Annex 2.3, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 17.2 (*RTD Project Liaison*), to appoint a Project Liaison to carry out RTD Project Liaison responsibilities;
- (b) Section 18 (*Disputes*), to participate in the resolution of disputes between the parties to the E-470 IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (c) Section 20 (*Approval by City Council and the Board*), to obtain the RTD Board's and the E-470 Board approval of the E-470 IGA; and
- (d) Section 21 (*Appropriation by Authority Board and the Board*), to secure any budgetary appropriations by the RTD Board and by the E-470 Board.

### 4. **The Sand Creek IGA**

With respect to the Intergovernmental Agreement dated December 23, 2009 between RTD and the Sand Creek Metro District (the ***Sand Creek IGA***), attached hereto as Annex 2.4, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 6 (*RTD Obligations*);
  - (i) to credit to SCMD any sums that RTD would have expended in the creation of the Grade Crossing towards the costs of constructing the Bridge Work under paragraph (b); and
  - (ii) to complete an analysis of the Separated Crossing and include such analysis in the East Corridor Final Environmental Impact Statement as a design option to the Preferred Alternative and as an option in the Request for Proposals for the Concessionaire under paragraph (d);
- (b) Section 7 (*Schedule*);
  - (i) to issue an RFP, or to select and contract with a Concessionaire under paragraphs (a) and (b);
  - (ii) to provide SCMD with the estimated Bridge Work costs under paragraph (c); and
  - (iii) to negotiate a price for the Gateway Embellishments and to transmit such cost to SCMD under paragraph (d);
- (c) Section 8 (*Conditions of Cost Differential Payment*), to fund and administer any escrow account; and

- (d) Section 9 (*Conditions Precedent*), to verify funding commitments.

**5. The CCD East Corridor IGA**

With respect to the East Corridor Intergovernmental Agreement dated [●] between RTD and the City and County of Denver (the *CCD East Corridor IGA*), a draft copy of which is attached hereto as Annex 2.5, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 3 (*Project Costs and Local Agency Contributions*);
- (i) to bear East Corridor Project Costs other than as provided in the Agreement;
  - (ii) to provide any replacement rights-of-way to CCD for road improvements;
  - (iii) to negotiate, determine and reconcile Local Agency Contribution amounts;
- (b) Section 5 (*Certain Provisions of Light Rail Master Agreement Incorporated by Reference*);
- (i) to remit money to or from CCD under Article 14 (*Miscellaneous Reimbursements*) of the Light Rail Master Agreement;<sup>1</sup>
  - (ii) except with respect to temporary construction easements, to negotiate with, to condemn, or to compensate property owners affected by access closure or denial; or to obtain needed rights-of-way, easements and street vacations under Article 17 (*Access*) of the Light Rail Master Agreement;
  - (iii) to participate in the resolution of disputes between the parties to the Light Rail Master Agreement under Article 28 (*Disputes*) of the Light Rail Master Agreement, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
  - (iv) to provide proof of RTD-required insurances to CCD, provided that the Concessionaire shall provide RTD will proof of insurance required to be obtained by the Concessionaire in accordance with Attachment 12 (*Insurance*) to the Agreement;
  - (v) to provide any necessary approvals; and
  - (vi) to provide surveys and information related thereto under paragraph (b)(10) (*Surveys*);.
- (c) Section 6(f) (*38<sup>th</sup> Street and Blake Station*), to negotiate with UPRR or to obtain environmental clearances for a pedestrian bridge at 38<sup>th</sup> Street and Blake Station to align with 36th Street;
- (d) Section 6(h) (*Utility Corridors*), to grant licenses for CCD utilities within the Gold Line right-of-way or the NWES right-of-way;

<sup>1</sup> NOTE: See Reference Data Item No. 14M.

- (e) Section 6(k) (*Construction of City-Owned Improvements*), to negotiate with CCD regarding modifications during final design;
- (f) Section 6(m) (*Drainage across DUS Throat near 20th Street Underpass*), to design and construct a storm sewer system across the Denver Union Station throat area near 20th Street;
- (g) Section 8 (*Term of Agreement*), to reach agreement with CCD that the East Corridor has been fully reconciled; and
- (h) Section 24 (*Execution of Agreement*), to obtain approval from the RTD Board of the CCD East Corridor IGA.

### 6. **The UDFCD MOU**

With respect to the East Corridor Memorandum of Understanding dated [●] between the Urban Drainage & Flood Control District and RTD (the *UDFCD MOU*), a draft copy of which is attached hereto as Annex 2.6, the Concessionaire shall not be required to perform the following obligations:

- (a) Section 2 (*Peña Transportation Corridor Stormwater Detention Pond Mitigations*), to attend monthly meetings with UDFCD; and
- (b) Article 7 (*Disputes*), to participate in the resolution of disputes between the parties to the UDFCD MOU, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement.

### 3. **GOLD LINE**

#### 1. **The Adams County IGA**

With respect to the Adams County Gold Line Corridor Local Agency Contribution Intergovernmental Agreement dated [●] between RTD and Adams County (the *Adams County IGA*), a draft copy of which is attached hereto as Annex 3.1, the Concessionaire shall not be required to perform the following obligations:

- (a) Sections 3 (*Local Agency Contribution*) and 4 (*Local Agency Contribution Credit*), to calculate, to collect or to credit any local agency contribution credits;
- (b) Section 7.3 (*Quiet Zones*), to assist Adams County in applying to the Federal Railroad Administration for quiet zones;
- (c) Section 7.4 (*Parking Mitigation*), to determine the need for or to require the construction of additional parking spaces within Adams County;
- (d) Section 18 (*Disputes*), to participate in the resolution of disputes between the parties to the Adams County IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (e) Section 20 (*Approval by City Council and the Board*) to obtain the RTD Board's and Adams County's approval of the Adams County IGA; and

- (f) Section 21 (*Appropriation by City Council and the Board*), to secure any budgetary appropriations by the RTD Board and by Adams County.

## 2. **The Arvada IGA**

With respect to the City of Arvada Gold Line Corridor Local Agency Contribution Intergovernmental Agreement dated [●] between RTD and the City of Arvada (the **Arvada IGA**), a draft copy of which is attached hereto as Annex 3.2, the Concessionaire shall not be required to perform the following obligations:

- (a) Sections 3 (*Local Agency Contribution*) and 4 (*Local Agency Contribution Credit*), to calculate, to collect or to credit any local agency contribution credits;
- (b) Section 7.2 (*Parking Mitigation*), to determine the need for or to require the construction of additional parking spaces within Arvada;
- (c) Section 7.3 (*Olde Town Station*), to include an elevator and construct structured parking;
- (d) Section 7.4 (*56<sup>th</sup> Avenue Extension*), to contribute to the cost of the Intersection Mitigations in the event that Arvada constructs the 56<sup>th</sup> Avenue Extension;
- (e) Section 7.9 (*Quiet Zones*), to assist Arvada in applying to the Federal Railroad Administration for quiet zones;
- (f) Section 8.2 (*Service and Capacity Adjustments*), to monitor passenger loadings, to increase capacity and/or to provide a second track;
- (g) Section 19 (*Disputes*), to participate in the resolution of disputes between the parties to the Arvada IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (h) Sections 20 (*Approval by City Council and the Board*), to obtain the RTD Board's and the Arvada City Council's approval of the Arvada IGA; and
- (i) Section 21 (*Appropriation by City Council and the Board*), to secure any budgetary appropriations by the RTD Board and by the Arvada City Council.

## 3. **The Wheat Ridge IGA**

With respect to the Gold Line Corridor Intergovernmental Agreement dated [●] between RTD and the City of Wheat Ridge (the **Wheat Ridge IGA**), a draft copy of which is attached hereto as Annex 3.3, the Concessionaire shall not be required to perform the following obligations:

- (a) Sections 3 (*Local Agency Contribution*) and 4 (*Local Agency Contribution Credit*), to calculate, to collect or to credit any local agency contribution credits;
- (b) Section 4.3 (*Ward Road Park-n-Ride*), to provide funding for structured parking;
- (c) Section 7.3 (*Quiet Zones*), to assist Wheat Ridge in applying to the Federal Railroad Administration for quiet zones;



- (d) Section 7.4 (*Parking Mitigation*), to determine the need for or to require the construction of additional parking spaces within Wheat Ridge;
- (e) Section 7.5 (*Ward Road Park-n-Ride Surface Parking*), to determine the necessity for, to obtain a right-of-way for or to construct additional parking;
- (f) Section 8.2 (*Ward Road Detention Facility*), to make any payment to Wheat Ridge;
- (g) Section 19 (*Disputes*), to participate in the resolution of disputes between the parties to the Wheat Ridge IGA, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
- (h) Section 21 (*Approval by City Council and the Board*), to obtain the RTD Board's and the Wheat Ridge City Council's approval of the Wheat Ridge IGA; and
- (i) Section 22 (*Appropriation by City Council and the Board*), to secure any budgetary appropriations by the RTD Board and by the Wheat Ridge City Council.

#### **4. NORTHWEST RAIL ELECTRIFIED SEGMENT**

##### **1. The CCD Gold/NWES IGA**

With respect to the Intergovernmental Agreement – Denver-RTD FasTracks Gold/Northwest Rail Line Corridors dated [●] between RTD and the City and County of Denver (the *CCD Gold/NWES IGA*), the Concessionaire shall not be required to perform the following obligations:

- (a) Section 3 (*Project Costs and Local Agency Contributions*);
  - (i) to bear Project Costs other than as provided in the Agreement;
  - (ii) to negotiate, determine and reconcile Local Agency Contribution amounts;
- (b) Section 5 (*Certain Provisions of Light Rail Master Agreement Incorporated by Reference*);
  - (i) to remit money to or from CCD under Article 14 (*Miscellaneous Reimbursements*) of the Light Rail Master Agreement;<sup>2</sup>
  - (ii) except with respect to temporary construction easements, to negotiate with, to condemn, or to compensate property owners affected by access closure or denial; or to obtain needed rights-of-way, easements and street vacations under Article 17 (*Access*) of the Light Rail Master Agreement;
  - (iii) to participate in the resolution of disputes between the parties to the Light Rail Master Agreement under Article 28 (*Disputes*) of the Light Rail Master Agreement, provided that the Concessionaire shall assist and cooperate with RTD in the resolution of any such dispute in accordance with the Agreement;
  - (iv) to provide proof of RTD-required insurances to CCD, provided that the Concessionaire shall provide RTD will proof of insurance required to be obtained

<sup>2</sup> NOTE: See Reference Data Item No. 14M.

by the Concessionaire in accordance with Attachment 12 (*Insurance*) to the Agreement; and

- (v) to provide any necessary approvals;
- (c) Section 6 (*Surveys*), to provide surveys and information related thereto;
- (d) Section 7(f) (*Parking Mitigation*), to determine the need for or to require the construction of additional parking spaces;
- (e) Section 7(m) (*Utility Corridors*), to grant licenses for CCD utilities within the Gold Line right-of-way or the NWES right-of-way;
- (f) Section 6(k) (*Construction of City-Owned Improvements*), to participate in negotiations with CCD regarding modifications during final design;
- (g) Section 9 (*Term of Agreement*), to reach agreement with CCD that the Gold Line right-of-way or the NWES right-of-way has been fully reconciled; and
- (h) Section 25 (*Execution of Agreement*), to obtain approval from the RTD Board.

**ANNEX 1**  
**EAGLE PROJECT**

**ANNEX 1.1**

Fastracks Eagle P3 Project Environmental Study,  
Engineering, Construction, Operation, and Maintenance Intergovernmental Agreement  
dated [●] between RTD and The Colorado Department of Transportation

*[Attached]*

**ANNEX 2**  
**EAST CORRIDOR**

**ANNEX 2.1**

Intergovernmental Agreement for DIA dated [●]  
between RTD and the City and County of Denver

*[Attached]*

**ANNEX 2.2**

East Corridor Local Agency Contribution Intergovernmental Agreement dated [●]  
between RTD and the City of Aurora

*[Attached]*

**ANNEX 2.3**

East Corridor E-470 Crossing Intergovernmental Agreement dated [●]  
between RTD and the E-470 Public Highway Authority

*[Attached]*



**ANNEX 2.4**

Intergovernmental Agreement dated December 23, 2009  
between RTD and the Sand Creek Metro District

*[Attached]*

**ANNEX 2.5**

Denver-RTD Fastracks East Corridor Intergovernmental Agreement dated [●]  
between RTD and the City and County of Denver

*[Attached]*

**ANNEX 2.6**

East Corridor Drainage Memorandum of Understanding dated [●]  
between RTD and the Urban Drainage and Flood Control District

*[Attached]*

**ANNEX 3**  
**GOLD LINE**

**ANNEX 3.1**

Adams County Gold Line Corridor Local Agency Contribution Intergovernmental Agreement  
dated [●] between RTD and Adams County

*[Attached]*

**ANNEX 3.2**

City of Arvada Gold Line Corridor Local Agency Contribution Intergovernmental Agreement  
dated [●] between RTD and the City of Arvada

*[Attached]*

**ANNEX 3.3**

Intergovernmental Agreement dated [●]  
between RTD and the City of Wheat Ridge

*[Attached]*

**ANNEX 4**

**NORTHWEST RAIL ELECTRIFIED SEGMENT**



**ANNEX 4.1**

Denver-RTD Fastracks Gold/Northwest Rail Line Corridors Intergovernmental Agreement  
dated [●] between RTD and the City of Denver

*[Attached]*

**ANNEX 4.2**

Adams County Northwest Rail Electrified Segment Local Agency Contribution  
Intergovernmental Agreement  
dated [●] between RTD and Adams County

*[Attached]*

**ANNEX 4.3**

City of Westminster Northwest Rail Electrified Segment Local Agency Contribution  
Intergovernmental Agreement  
dated [●] between RTD and the City of Westminster

*[Attached]*