

RESOLUTION NO. 1833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT REGARDING THE WEST CORRIDOR LIGHT RAIL PROJECT

WHEREAS, the Golden City Council supported the passage of the FasTracks Transit Program for the Denver Metro Area; and


WHEREAS, the West Corridor Light Rail Transit Project, terminating at the Jefferson County Governmental Center, will provide needed and desired transportation options for the Golden community.

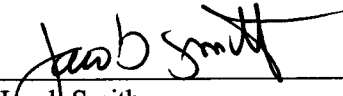
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The West Corridor Local Agency Contribution Intergovernmental Agreement is hereby approved substantially in the form attached. The Mayor is authorized to execute the Agreement on behalf of the City.

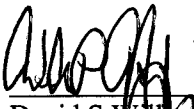
Adopted this 14th day of February, 2008.




Susan M. Brooks, MMC
City Clerk



Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 14th day of February, A.D., 2008.



ATTEST: 
Susan M. Brooks, City Clerk of the City of Golden, Colorado

**WEST CORRIDOR LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOLDEN
AND
THE REGIONAL TRANSPORTATION DISTRICT**

February 7, 2008

WEST CORRIDOR LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOLDEN
AND
THE REGIONAL TRANSPORTATION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into _____, 2008, by and between THE CITY OF GOLDEN ("City"), and the REGIONAL TRANSPORTATION DISTRICT ("RTD"). RTD and the City are collectively referred to herein as the "Parties."

RECITALS

Whereas, RTD, a political subdivision of the State of Colorado, is authorized, pursuant to C.R.S. 32-9-101, *et seq.*, to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the District;

Whereas, the City is authorized under the authority of its Charter; RTD is authorized under the authority of C.R.S 32-9-119; and each is authorized by C.R.S. 29-1-201, *et seq.*, to enter into this IGA;

Whereas, the West Corridor light rail project (the "Project") is identified in RTD's FasTracks plan approved by the voters of the district on November 2, 2004 and is also approved by the Denver Regional Council of Governments as per the requirements of C.R.S. 32-9-107.7 and, based on voter approval and contingent on the Federal Transit Administration (FTA) issuing a grant for the Project, essential elements of the Project and a source of funding have been identified;

Whereas, the FasTracks financial plan assumed a 2.5% local agency contribution from local jurisdictions in the District in consideration for the construction of transit improvements that will benefit them and their citizens and the City now desires to provide for its local agency contribution;

Whereas, the City supports RTD's efforts to design and construct the Project and has agreed to cooperate with RTD in regard to its efforts, in exchange for RTD's undertaking certain duties and obligations in regard to the design, construction, operation and maintenance of the Project in or on City property or right of way;

Whereas, the City, in conjunction with Jefferson County (the "County"), has requested that the end-of-line station (the "Station") and parking facilities (the "Parking Structure") be constructed at the entrance to the Jefferson County Government Center, just west of Johnson Road (the "Modified Location"), rather than at the location defined in the baseline design contained in the Final Environmental Impact Statement;

Whereas, the estimated costs for the Station in the Modified Location have increased due to modifications to design of the light rail transit guideway (the "LRT Guideway"), the Parking Structure, and the pedestrian bridge proposed to span US Route 6 (the "Pedestrian Bridge");

Whereas, the Parties have agreed that the construction of a new access road connection to the Jefferson County Government Center extending Jefferson County Parkway to Johnson Road (the "Access Road") would mitigate traffic congestion in the vicinity of the Station and Parking Structure and would therefore be beneficial to the Project;

Whereas, the Parties have determined the necessity for this IGA concerning the City's cooperation and contribution to RTD for its local agency contribution for the design and construction of the Project:

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1. COVENANTS

- A. The recitals set forth above are incorporated herein by reference.
- B. The purposes of this IGA are to set forth the general rights, duties and obligations of the City to fund a portion of the Project cost and the obligation of RTD or assignees to design, construct, own, operate and maintain that portion of the Project implemented within the boundaries of the City. The City and RTD agree that each will fully cooperate and coordinate with the other in all such activities as are covered by this IGA.
- C. This IGA does not commit any present funding by either Party. Implementation of this IGA implies future financial commitments by both Parties and is subject to future RTD Board of Directors ("Board") and City of Golden Council approvals, as well as each respective agency's legally required budgeting, authorization and appropriation process. Nothing herein shall be construed as a multiple fiscal year obligation by either Party.

ARTICLE 2. GENERAL

- A. The Parties affirm that they each have fulfilled every lawful requirement to execute this IGA and fulfill their respective obligations hereunder.
- B. This IGA shall not be binding on the Parties until each has executed this IGA.
- C. The Parties pledge to each other to cooperate and exercise their best efforts to fulfill each of their respective obligations under this IGA.
- D. RTD and the City acknowledge that the Project will be federally funded and that RTD must comply with the terms of any FTA Full Funding Grant Agreement received for the Project and with any applicable regulations.
- E. This IGA consists of 13 pages plus the following exhibits, each of which are incorporated herein by this reference:
 - Exhibit A – General Location of the Station, Access Road, and Pedestrian Bridge
 - Exhibit B – List of Applicable City Building Codes
 - Exhibit C – LRT Guideway Trackway Clearance Envelope

- Exhibit D – Expedited, Customary and Exempt Permit Project Elements

ARTICLE 3. LOCAL AGENCY CONTRIBUTION PROVISIONS

- A. The total local agency contribution required for the Project is 2.5% of the cost of the Project. The cost of the Project for the purposes of establishing the local agency contribution is \$ 635.0 million in Year of Expenditure dollars. Therefore the total local agency contribution is \$15.9 million, to be shared by and between the City and County of Denver (“Denver”), the City of Lakewood, Jefferson County and Golden. The City’s local agency contribution has been determined to be \$1,191,000.
- B. Denver and the Urban Drainage and Flood Control District are undertaking certain drainage improvements in the South Platte River basin in Denver, which includes the removal of tracks from the 100-year flood plain in the area of Lower Lakewood Gulch. A portion of the cost of the South Platte River drainage improvements will be credited to the City’s total local agency contribution, thereby reducing its local government contribution liability. The total amount of the City’s local agency contribution is hereby reduced to an equivalent value of \$861,000. This amount will not change whether or not the actual Project cost changes over time.
- C. RTD agrees that the City may pay its local agency contribution via lump sum payment, annual payments, the value of construction projects, permit fees, or other proposed payment schedule that has been mutually agreed to by both Parties. The City shall make its total agency contribution payment to RTD by no later than December 31, 2013 or opening day of any light rail service to the City, whichever occurs first.
- D. Local Agency Contribution Credit. The City shall receive credit toward its local agency contribution liability in exchange for performing the following:
1. The Access Road. The City and the County shall jointly design and construct the Access Road and the total cost of the Access Road, which is estimated to be \$1,793,975, will be shared between the City and the County. After inspection and acceptance of the Access Road by the City, the City shall be credited \$861,000, the total value of the City’s local agency contribution. RTD shall not own, maintain or pay the cost of maintaining the Access Road.
 2. In the event that the Access Road is not constructed, the City shall contribute the value of the unperformed contribution through the value of any conveyed real property interests, other improvements to the Project (excluding any betterments and subject to RTD’s sole approval), or by submitting to RTD a cash payment. City expenses in excess of local agency contribution credits described herein are non-refundable and not creditable to other Project improvements, betterments, or other rail projects benefiting the City.
- E. All other expenditures required to complete the Project or other costs associated with the Project are the sole responsibility of RTD or parties other than the City. It is the Parties’ intent that the monetary sum remitted to RTD by the City, if any, shall be used only for the Project as defined in this IGA.

ARTICLE 4. JEFFERSON COUNTY GOVERNMENT CENTER IMPROVEMENTS

- A. Subject to RTD obtaining necessary property interests from the County, RTD shall design and construct, at its cost, the LRT Guideway; the Station and related transit improvements; and Parking Structure. Conveyance to RTD of the necessary property

interests for the Station and Parking Structure shall be a condition precedent to RTD's obligation to build them.

- B. Subject to RTD's obtaining the County's consent, the City agrees to grant permission to RTD to construct and operate an LRT Guideway crossing of Johnson Road, which is a City street constructed maintained pursuant to an easement agreement dated September 1, 1999, between the City and the County. The City will not charge a fee to RTD for such permission. The Parties acknowledge that the afore-mentioned grant of permission shall be subject to and conditioned upon terms to be negotiated by separate instrument.
- C. The City and the County desire to design and construct the Pedestrian Bridge but the funds necessary to design and construct it have not yet been identified. Provided that all funding for the Pedestrian Bridge has been identified by opening day of the final transportation corridor constructed under the FasTracks plan, RTD shall contribute \$750,000 toward the cost of designing and constructing the Pedestrian Bridge. RTD shall issue a payment of \$375,000 upon issuance of notice to proceed with construction and shall issue final payment of \$375,000 upon substantial completion of construction. RTD shall have no responsibility for the design or construction contracts for the Pedestrian Bridge and makes no commitment with respect to owning, maintaining or paying any costs to maintain the Pedestrian Bridge.

ARTICLE 5. SERVICE AND CAPACITY ADJUSTMENTS BETWEEN THE DENVER FEDERAL CENTER AND THE STATION

- A. RTD shall construct a single-track light rail line on the segment between the Denver Federal Center station and the Station. On West Corridor opening day, RTD shall operate 15-minute service frequencies utilizing two-car trains and providing seated capacity for approximately 512 people per hour during Peak and off-Peak Periods. "Peak Periods" for the West Corridor are considered to be the hours between 7:00 a.m. to 9:00 a.m. for eastbound trains and 4:00 p.m. to 7:00 p.m. for westbound trains on weekdays only.
- B. RTD shall use best efforts to make adjustments in capacity and/or service frequency between the Denver Federal Center station and the Station whenever a ridership Demand Milestone is reached. For the purposes of this IGA, a ridership "Demand Milestone" is reached whenever, over RTD's four-month ridership reporting period, RTD has documented that the average number of boarding or alighting passengers per hour during the Peak Periods exceeds the seating capacity provided. RTD will increase capacity and/or service frequency as each successive Demand Milestone is reached in accordance with the intergovernmental agreement governing the West Corridor entered into between RTD and the County.

ARTICLE 6. CITY REVIEW OF PROJECT PLANS

- A. RTD shall provide the City the Project design plans and specifications at specified milestones (65% plan completion and 90% plan completion) for each portion of the Project to be performed within the boundaries of the City. The City shall have 21 calendar days to submit review comments.
- B. RTD shall be obligated to implement design changes required by City codes, ordinances, and regulations in effect at the time of 100 % design review. In addition, RTD shall comply with any post-design-review amendments made to City codes, Building Codes as amended by the City, ordinances, and regulations so long as those

amendments are necessary for fire/life safety compliance at the time of permitting. For the purposes of this IGA, City Building Codes shall be limited to the building codes listed on the attached Exhibit B, as those building codes are amended by the City, provided that RTD shall comply with any post-design-review changes necessary for fire/life safety compliance at the time of permitting.

- C. In the event of an objection by the City to the design plans and specifications, RTD and the City shall meet in a timely manner and in good faith to resolve the objection. RTD shall not, however, be obligated to implement design changes not required as described herein and which increase cost or schedule to the Project.

ARTICLE 7. DESIGN CRITERIA

- A. Upon request by RTD, the City shall provide RTD with written copies of the design and construction criteria and standards currently being utilized by the City.
- B. RTD will design and construct the LRT Guideway based upon RTD's Light Rail Design Criteria and standard specifications, as may be amended from time to time.
- C. RTD will design and construct all building structures requiring issuance of a certificate of occupancy in accordance with the 2006 International Building Code, as amended by the City.

ARTICLE 8. PERMITTING PROCESS

- A. Permitting Process. RTD and/or its contractor shall apply and pay for all applicable permits necessary for construction, operation and maintenance of the Project in accordance with this Article. The City shall not unreasonably withhold any required permits. Except as otherwise provided herein, applicable City permitting requirements shall apply, in accordance with state law, to all Project elements constructed within the City limits.
 - 1. The City's permitting requirements for the Project are detailed on Exhibit D.
 - 2. RTD and the City have established an agreed-upon, expedited process by which RTD obtains City-required permits for the Project. Upon design plan completion, RTD shall provide the City with 100% submittal plans for the Project and the City shall conduct and complete a review of the 100% submittal plans for compliance with City permitting codes and site development standards within 21 calendar days. The approved 100% submittal plans shall constitute the City's permitting set for reference when issuing City permits for the Project. Certain Project elements included in the 100% submittal plans shall not be subject to a second review at the time of permitting but shall be deemed to have been approved for permitting by virtue of the City's review and approval of 100% submittal plans. In order for the City to confirm prior approval of any such expedited Project elements, RTD's construction contractor shall make reference in its permit application to the page or pages of the permitting set that contains the Project element requested to be permitted. Any plans listed on Exhibit D are in addition to 100% submittal plans if such information needed for the permit is not included in the 100% submittal plans.
 - 3. Certain Project elements included in the 100% submittal plans shall be subject to the City's customary permitting process. Any items not included in the 100% submittal plans that RTD may later determine are necessary or desirable for

Project implementation shall also be subject to the City's customary permitting process.

4. Certain Project elements included in the 100% submittal plans are transit elements that are crucial to LRT system operation, compliance with NEPA documentation or FTA clearance requirements (Transit System Elements). City permitting requirements shall not apply to Transit System Elements constructed within the LRT Guideway trackway clearance envelope boundaries, as depicted on Exhibit C, or to certain Transit System Elements that are constructed outside the boundaries of the LRT Guideway trackway clearance envelope. Transit System Elements include, without limitation, trackage, prefabricated traction power substations, overhead contact system, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and station platforms.
- B. Nothing herein shall be construed as committing the City to issue permits or accept any plans for construction or other related work or work product that does not meet all applicable codes, ordinances and regulations in accordance with Article 5 hereof.
- C. This provision shall not be construed to apply to the City's zoning ordinances and zoning changes that may be required for implementation of the Project shall be accomplished in accordance with the City's standard procedures. The Parties anticipate that a Planned Unit Development ("PUD") amendment for encroachment into CDOT right of way and reduced setbacks will be necessary. In order to affect any such PUD amendment, RTD shall provide all information normally required by the City, including without limitation a site plan, landscape plan, building elevations, grading and drainage plan.

**ARTICLE 9. CONSTRUCTION AND FIELD ENGINEERING:
CITY REVIEW AND INSPECTION**

- A. RTD shall notify the City in writing of the date for the start of work for the portion of the Project that is located within the boundaries of the City. RTD shall invite the City to any pre-construction conferences.
- B. Temporary construction easements required by RTD on property owned or controlled by the City and that are necessary for implementation of the Project shall be requested by RTD and considered on a site-specific basis. Construction easements, if any, granted shall be granted at no cost to RTD. RTD shall give the City credit for the value of any such temporary construction easements if the City's contributions are valued at less than its total local agency contribution liability. RTD shall restore any such City property to substantially the same condition as it existed prior to RTD's use of the property.
- C. The City may require RTD and its contractor(s) to comply with applicable City requirements including submission of documentation as part of the streamlined permitting process, in accordance with Article 8. The City will review all required permits in accordance with the agreed-upon streamlined process and will coordinate with RTD and its contractor with a goal of issuing any permits within 21 days of application.
- D. The City may have an inspector present in the construction area whenever City-permitted construction activities are being performed within the City limits. To facilitate orderly inspections and prevent the need for dual inspections, the City will coordinate its inspections, in accordance with its standard policies and procedures, through RTD. City inspectors will be required to adhere to all RTD and all RTD contractor safety requirements. The City shall not give direction to the RTD contractor except with respect

to the contractor's compliance with terms and conditions issued with City permits; otherwise, any direction shall be provided through the RTD Project Liaison or assignee.

- E. RTD will work cooperatively with the City to minimize disruptions to City business activities and will submit construction work schedules in advance of construction when working within the City limits.

ARTICLE 10. FINAL INSPECTION AND ACCEPTANCE

- A. RTD shall inform the City when construction within the City limits has been completed and is ready for final inspection and acceptance. The final inspection shall be attended by RTD, the City, and RTD's contractor. RTD shall be responsible for directing any corrective work relating to deficiencies. Once any corrections have been made, the City shall have 14 calendar days to give written notice of acceptance or rejection of work.
- B. RTD shall furnish the City with one full-sized set of reproducible "as-built" drawings and/or an electronic version of the same showing all property within the City limits affected by implementation of the Project.
- C. RTD shall warranty for a period of not less than one year from the date of acceptance all work performed by RTD that will be owned and maintained by the City. Landscaping work shall be warranted for not less than two years from the date of completion.

ARTICLE 11. ASSOCIATED COSTS

- A. All costs for the design and construction of the Project that have not been agreed to be borne or contributed by the City as part of this IGA or other agreement entered into by the Parties shall be borne by RTD.
- B. Costs associated with changes to City property that are agreed to between the Parties and are attributed to the implementation of the Project shall be the responsibility of RTD. Such costs include all costs related to the reconstruction, realignment or maintenance of City streets during construction, temporary and permanent traffic control, street lights, City owned utilities, and drainage. Such costs shall not include those associated with betterments, however.

ARTICLE 12. DAMAGES TO CITY OR PROJECT PROPERTY

All damages to City property caused by RTD or its contractor during construction of the Project shall be repaired or reconstructed by RTD or its contractor to the property's original state and to the reasonable satisfaction of the City.

ARTICLE 13. BETTERMENTS

- A. For purposes of this IGA, a "betterment" is defined as an element of work not included in the 65% Project plans and not required by applicable City codes, ordinances or regulations, in accordance herewith. In the event the City requests that RTD construct a betterment, the City or a third party who has agreed in advance to be responsible for payment shall be responsible to pay all costs of the betterment, including without limitation incremental design, construction, coordination, and time delay costs. Before agreeing to construct the betterment, RTD will evaluate the technical feasibility of the betterment to ensure there will be no adverse impact to the Project.
- B. The City, in its sole discretion, may choose to perform work concurrently or in coordination with the Project, provided that the City shall bear all costs for such work and shall coordinate with RTD's contractor to avoid interference with the Project construction

schedule. In the event that the City requests and RTD agrees to perform concurrent work by and through RTD's contractors, the City shall bear the costs, if any, of incorporating the City's design into RTD's design and of any additional work performed by RTD at the City's request.

ARTICLE 14. PROJECT LIAISONS

All communications and notices required or permitted by this IGA shall be made in writing via U.S. First Class Post, e-mail or facsimile, to the following individuals or their successors:

To the City: Steve Glueck
 Planning and Development Director
 City of Golden
 1445 10th Street
 Golden, Colorado 80401

To RTD: Dennis Cole
 West Corridor Project Manager
 Regional Transportation District
 1560 Broadway, Suite 700
 Denver, Colorado 80202

ARTICLE 15. DISPUTES

- A. The Parties shall resolve disputes regarding all items in this IGA at the lowest staff level possible. The escalation process shall be: (i) the Project Manager for RTD & the assigned liaison person for the City, (ii) RTD's Senior Manager for Engineering and the City's Planning and Development Director, (iii) RTD's Assistant General Manager for Planning and Development and the City's Public Works Director, and (iv) RTD's General Manager and the City's Manager.
- B. Disputes shall initially be resolved between the Project Managers of the Parties. If the respective Project Managers for RTD and the City are unable to resolve the issues in dispute, they shall document the basis for dispute, either independently or together, and forward this information to senior management in accordance with the escalation process covered herein.

ARTICLE 16. LIABILITY

As between the Parties, and without either the City or RTD waiving any of their rights or protections under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, each Party hereto shall be responsible for its own negligence and that of its agents, employees and contractors in the performance of this IGA. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this IGA or the design, construction, operation or maintenance of a corridor, it agrees to give the other Party prompt written notice of such claim or suit.

ARTICLE 17. MODIFICATION

This IGA may be modified, amended, changed, or terminated in whole or in part, only by an agreement in writing, duly authorized and executed by the Parties.

ARTICLE 18. REASONABLENESS OF CONSENT OR APPROVAL

Whenever the approval of either Party hereto is called for under this IGA, such Party shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals shall not be unreasonably withheld.

ARTICLE 19. APPROVAL BY CITY COUNCIL AND RTD

This IGA, and each and every of its provisions and terms, is expressly subject to, and shall not be or become effective or binding on the City or RTD until, approved by the City of Golden City Council and the Board.

ARTICLE 20. APPROPRIATION BY CITY COUNCIL AND RTD BOARD

Any and all obligations of the City and RTD under and pursuant to this IGA that require funding are subject to prior annual appropriations of monies expressly made by the City for the purposes of this IGA, and by the Board for the purposes of this IGA and paid thereto into the Treasury of the RTD. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X section 20 of the Colorado Constitution by either Party.

ARTICLE 21. NO TRANSFER, ASSIGNMENT OR ENCUMBRANCE OF INTEREST BY THE PARTIES

RTD and the City shall not transfer, sell, assign, encumber, hypothecate, or use as security its interest in this IGA for any purpose whatsoever.

ARTICLE 22. NO INTERFERENCE WITH PROJECT IMPLEMENTATION

- A. The City agrees that, subject to the above provisions of this IGA, it will not conduct or knowingly approve any activities that would unreasonably encumber or compromise the design, construction or operations of the Project without RTD's approval. Neither this provision, nor any other provision of this IGA, shall prevent or otherwise be construed as a waiver of the City's reasonable exercise of its police powers with regard to land use regulation or otherwise. The City reserves all its police powers unto itself.
- B. The City agrees that, subject to the above provisions of this IGA, it will not construct, or knowingly permit to be constructed, any encumbrances on property necessary for the Project without RTD's approval and will not knowingly permit any encumbrance to be constructed on property necessary for the Project without first notifying RTD.

ARTICLE 23. COMPLETE INTEGRATION

This IGA is intended as the complete integration of all understandings between the Parties as to the calculation of and methodology for payment of the City's local agency contribution. The Parties contemplate additional agreements may be required for property conveyance, construction of Project elements, and other matters made subject hereof. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties. This IGA and amendments shall be binding upon the Parties, their successors and assigns. This IGA shall not be deemed to obviate, negate or supersede the provisions of any additional intergovernmental agreements which the Parties have entered into or may enter into in order to address additional matters and issues as between the Parties which involve RTD's FasTracks program and the City.

ARTICLE 24. TERM AND TERMINATION

This IGA will remain in effect until Project completion, defined as the opening of light rail service to the City, or until performance or final payment by the City to RTD of all local agency contribution obligations agreed to by the City, whichever occurs last. This IGA may not be terminated unless by the mutual written consent of both Parties or by court order. All provisions of this IGA that provide rights or create responsibilities for the Parties after termination shall survive the termination of this IGA, whether by expiration or for any other reason.

ARTICLE 25. REPRESENTATION OF PARTIES

The Parties represent and warrant 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. The persons executing this IGA warrant that they have full authorization to execute this IGA on behalf of the Party each represents.

ARTICLE 26. 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 the IGA, the terms of the IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

ARTICLE 27. WAIVER AND BREACH

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

ARTICLE 28. NO THIRD PARTY BENEFICIARIES

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 hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this IGA that any person or entity other than the Parties receiving services or benefits under this IGA be deemed an incidental beneficiary only.

ARTICLE 29. CHANGES IN LAW

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

ARTICLE 30. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and not partners or joint venturers of one another.

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IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this IGA as of the day and year above written.

ATTEST:

CITY OF GOLDEN

By: _____
City Clerk, Ex-Officio Clerk of
City of Golden

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
Attorney for the City of Golden

**REGIONAL TRANSPORTATION
DISTRICT**

By: _____
Clarence W. Marsella
General Manager

APPROVED AS TO LEGAL FORM

BY: _____
Associate General Counsel

RTD FasTracks
 1560 Broadway Suite 700
 Denver, Colorado 80202
 Phone: (303) 299-6990
 Fax: (303) 299-6994

DATE: April 25, 2008	
TO: Ms. Susan M. Brooks, MMC City Clerk City of Golden 911 10 th Street Golden, CO 80401	FROM: Dennis D. Cole, RA <i>and for D Cole</i> Project Manager West Corridor
cc: RTD-FasTracks Document Control (wo/attachments)	
SUBJECT: Quality Management Oversight Program Manual	
PROJECT CODE: WC	FILE CODE: 234

Reason for Transmittal:

- | | |
|---|---|
| <input type="checkbox"/> Requires approval | <input checked="" type="checkbox"/> For your records |
| <input checked="" type="checkbox"/> Has been approved | <input type="checkbox"/> For correction and resubmission |
| <input type="checkbox"/> Has been approved as noted | <input type="checkbox"/> For review and approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Ref. Previous Submittal Numbers: |
| <input type="checkbox"/> For your information | <input type="checkbox"/> Other: |

Method of Transmittal:

- | | |
|------------------------------------|---|
| <input type="checkbox"/> U.S. Mail | <input checked="" type="checkbox"/> Overnight |
| <input type="checkbox"/> Courier | <input type="checkbox"/> Hand Delivered |

Item No.	No. of Copies	Description of Item	Reference
1	2	(8.5"x11" hard copy) Executed West Corridor Local Agency Contribution Intergovernmental Agreement between Golden and RTD	Enclosed

As proof of receipt of this submittal, please sign and return via fax or mail to the following:

RTD-FasTracks Document Control
 Civic Center Plaza
 1560 Broadway, Suite 700
 Denver, CO 80202
 Fax: 303.299.6994

() Acknowledge receipt by signing below and returning to originator.

(Name) _____ (Date) _____

**WEST CORRIDOR LOCAL AGENCY CONTRIBUTION
INTERGOVERNMENTAL AGREEMENT
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March 31, 2008

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RECITALS

Whereas, RTD, a political subdivision of the State of Colorado, is authorized, pursuant to C.R.S. 32-9-101, *et seq.*, to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the District;

Whereas, the City is authorized under the authority of its Charter; RTD is authorized under the authority of C.R.S 32-9-119; and each is authorized by C.R.S. 29-1-201, *et seq.*, to enter into this IGA;

Whereas, the West Corridor light rail project (the "Project") is identified in RTD's FasTracks plan approved by the voters of the district on November 2, 2004 and is also approved by the Denver Regional Council of Governments as per the requirements of C.R.S. 32-9-107.7 and, based on voter approval and contingent on the Federal Transit Administration (FTA) issuing a grant for the Project, essential elements of the Project and a source of funding have been identified;

Whereas, the FasTracks financial plan assumed a 2.5% local agency contribution from local jurisdictions in the District in consideration for the construction of transit improvements that will benefit them and their citizens and the City now desires to provide for its local agency contribution;

Whereas, the City supports RTD's efforts to design and construct the Project and has agreed to cooperate with RTD in regard to its efforts, in exchange for RTD's undertaking certain duties and obligations in regard to the design, construction, operation and maintenance of the Project in or on City property or right of way;

Whereas, the Parties have agreed to place the end-of-line station (the "Station") and parking facilities (the "Parking Structure") at the entrance to the Jefferson County Government Center, just west of Johnson Road;

Whereas, the City desires to provide pedestrian access to the Station via a pedestrian bridge proposed to span US Route 6 (the "Pedestrian Bridge");

Whereas, the Parties have agreed that a new access road connection to the Jefferson County Government Center extending Jefferson County Parkway to Johnson Road (the "Access Road") should be constructed by the City and Jefferson County to aid in mitigating traffic congestion in the vicinity of the Station and Parking Structure;

Whereas, the Parties have determined the necessity for this IGA to clarify the City's cooperation and contribution to RTD for its local agency contribution for the design and construction of the Project and to clarify RTD's cooperation and commitment to construct the Project and improvements as set forth herein:

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1. COVENANTS

- A. The recitals set forth above are incorporated herein by reference.
- B. The purposes of this IGA are to set forth the general rights, duties and obligations of the City to fund a portion of the Project cost and the obligation of RTD or assignees to design, construct, own, operate and maintain that portion of the Project implemented within the boundaries of the City. The City and RTD agree that each will fully cooperate and coordinate with the other in all such activities as are covered by this IGA.
- C. This IGA does not commit any present funding by either Party. Implementation of this IGA implies future financial commitments by both Parties and is subject to future RTD Board of Directors ("Board") and City of Golden Council approvals, as well as each respective agency's legally required budgeting, authorization and appropriation process. Nothing herein shall be construed as a multiple fiscal year obligation by either Party.

ARTICLE 2. GENERAL

- A. The Parties affirm that they each have fulfilled every lawful requirement to execute this IGA and fulfill their respective obligations hereunder.
- B. This IGA shall not be binding on the Parties until each has executed this IGA.
- C. The Parties pledge to each other to cooperate and exercise their best efforts to fulfill each of their respective obligations under this IGA.
- D. RTD and the City acknowledge that the Project will be federally funded and that RTD must comply with the terms of any FTA Full Funding Grant Agreement received for the Project and with any applicable regulations.
- E. This IGA consists of 12 pages plus the following exhibits, each of which are incorporated herein by this reference:
 - Exhibit A – General Location of the Station, Access Road, Parking Structure, and Pedestrian Bridge

- Exhibit B – List of Applicable City Building Codes
- Exhibit C – LRT Guideway Clearance Envelope
- Exhibit D – Expedited, Customary and Exempt Permit Project Elements

ARTICLE 3. LOCAL AGENCY CONTRIBUTION

- A. The total local agency contribution required for the Project is 2.5% of the cost of the Project. The cost of the Project for the purposes of establishing the local agency contribution is \$ 635.0 million in Year of Expenditure dollars. Therefore the total local agency contribution is \$15.9 million, to be shared by and between the City and County of Denver (“Denver”), the City of Lakewood, Jefferson County and Golden. The City’s local agency contribution has been determined to be \$1,191,000.
- B. Denver and the Urban Drainage and Flood Control District are undertaking certain drainage improvements in the South Platte River basin in Denver, which includes the removal of tracks from the 100-year flood plain in the area of Lower Lakewood Gulch. A portion of the cost of the South Platte River drainage improvements will be credited to the City’s total local agency contribution, thereby reducing its local government contribution liability. The total amount of the City’s local agency contribution is hereby reduced to an equivalent value of \$861,000. This amount will not change whether or not the actual Project cost changes over time.
- C. RTD agrees that the City may pay its local agency contribution via lump sum cash payment, annual cash payments, the value of mutually agreed-upon construction projects that are funded by City (exclusive of any betterments) and that are necessary for the Project, the value of permit fees, or other proposed payment schedule that has been mutually agreed to by both Parties. The City shall make its total agency contribution payment to RTD by no later than December 31, 2013 or opening day of any light rail service to the City, whichever occurs first.
- D. Local Agency Contribution Credit. The City shall receive credit toward its local agency contribution liability in exchange for performing the following:
1. The Access Road. The City and the County shall jointly design and construct the Access Road and the total cost of the Access Road, which is estimated to be \$1,793,975, will be shared between the City and the County. After completion of the Access Road, the City shall be credited \$861,000, the total value of the City’s local agency contribution. RTD shall not own, maintain or pay the cost of maintaining the Access Road.
 2. If the Access Road is not constructed, the City may pay its local agency contribution by any method provided in Article 3.C. City expenses in excess of local agency contribution credits described herein are non-refundable and not creditable to other Project improvements, betterments, or other rail projects benefiting the City.
- E. All other expenditures required to complete the Project or other costs associated with the Project are the sole responsibility of RTD or parties other than the City. It

is the Parties' intent that the monetary sum remitted to RTD by the City, if any, shall be used only for the Project as defined in this IGA.

ARTICLE 4. JEFFERSON COUNTY GOVERNMENT CENTER IMPROVEMENTS

- A. RTD shall design and construct, at its cost, the LRT Guideway; the Station and related transit improvements; and the Parking Structure.
- B. Subject to RTD's obtaining the County's consent, the City agrees to grant permission to RTD to construct and operate an LRT Guideway crossing of Johnson Road, which is a City street constructed maintained pursuant to an easement agreement dated September 1, 1999, between the City and the County. The City will not charge a fee to RTD for such permission. The Parties acknowledge that the afore-mentioned grant of permission shall be subject to and conditioned upon terms to be negotiated by separate instrument.
- C. The City and the County desire to design and construct the Pedestrian Bridge but the funds necessary to design and construct it have not yet been identified. Provided that all funding for the Pedestrian Bridge has been identified by opening day of the final transportation corridor constructed under the FasTracks plan, RTD shall contribute \$750,000 toward the cost of designing and constructing the Pedestrian Bridge. RTD shall issue a payment of \$375,000 upon issuance of notice to proceed with construction and shall issue final payment of \$375,000 upon substantial completion of construction. RTD shall have no responsibility for the design or construction contracts for the Pedestrian Bridge and makes no commitment with respect to owning, maintaining or paying any costs to maintain the Pedestrian Bridge.

ARTICLE 5. SERVICE AND CAPACITY ADJUSTMENTS BETWEEN THE DENVER FEDERAL CENTER AND THE STATION

- A. RTD shall construct a single-track light rail line on the segment between the Denver Federal Center station and the Station. On West Corridor opening day, RTD shall operate 15-minute service frequencies utilizing two-car trains and providing seated capacity for approximately 512 people per hour during Peak and off-Peak Periods. "Peak Periods" for the West Corridor are considered to be the hours between 7:00 a.m. to 9:00 a.m. for eastbound trains and 4:00 p.m. to 7:00 p.m. for westbound trains on weekdays only.
- B. RTD shall use best efforts to make adjustments in capacity and/or service frequency between the Denver Federal Center station and the Station whenever a ridership Demand Milestone is reached. For the purposes of this IGA, a ridership "Demand Milestone" is reached whenever, over RTD's four-month ridership reporting period, RTD has documented that the average number of boarding or alighting passengers per hour during the Peak Periods exceeds the seating capacity provided. RTD will increase capacity and/or service frequency as each successive Demand Milestone is reached in accordance with the intergovernmental agreement governing the West Corridor entered into between RTD and the County.

ARTICLE 6. CITY REVIEW OF PROJECT PLANS

- A. RTD shall provide the City the Project design plans and specifications at specified milestones (65% plan completion and 90% plan completion) for each portion of the Project to be performed within the boundaries of the City. The City shall have 21 calendar days to submit review comments.
- B. RTD shall be obligated to implement design changes required by applicable provisions of City codes, ordinances, and regulations in effect at the time of 100 % design review. In addition, RTD shall comply with any applicable post-design-review amendments made to City codes, Building Codes as amended by the City, ordinances, and regulations so long as those amendments are necessary for fire/life safety compliance at the time of permitting. For the purposes of this IGA, City Building Codes shall be limited to the building codes listed on the attached Exhibit B, as those building codes are amended by the City, provided that RTD shall comply with any post-design-review changes necessary for fire/life safety compliance at the time of permitting.
- C. In the event of an objection by the City to the design plans and specifications, RTD and the City shall meet in a timely manner and in good faith to resolve the objection. RTD shall not, however, be obligated to implement design changes not required as described herein and which increase cost or schedule to the Project.

ARTICLE 7. DESIGN CRITERIA

- A. Upon request by RTD, the City shall provide RTD with written copies of the design and construction criteria and standards currently being utilized by the City.
- B. RTD will design and construct the LRT Guideway based upon RTD's Light Rail Design Criteria and standard specifications, as may be amended from time to time.
- C. RTD will design and construct all building structures requiring issuance of a certificate of occupancy in accordance with the 2006 International Building Code, as amended by the City.

ARTICLE 8. PERMITTING PROCESS

- A. Permitting Process. RTD and/or its contractor shall apply and pay for all applicable permits necessary for construction, operation and maintenance of the Project in accordance with this Article. The City shall not unreasonably withhold any required permits. Except as otherwise provided herein, applicable City permitting requirements shall apply, in accordance with state law, to all Project elements constructed within the City limits.
 - 1. The City's permitting requirements for the Project are detailed on Exhibit D.
 - 2. RTD and the City agree to an expedited process by which RTD and/or its contractor obtains City-required permits for the Project. Upon design plan completion, RTD shall provide the City with 100% submittal plans for the Project and the City shall conduct and complete a review of the 100% submittal plans for compliance with City permitting codes and site development standards within 21 calendar days. The approved 100% submittal plans shall constitute the City's permitting set for reference when

issuing City permits for the Project. Certain Project elements included in the 100% submittal plans shall not be subject to a second review at the time of permitting but shall be deemed to have been approved for permitting by virtue of the City's review and approval of 100% submittal plans. In order for the City to confirm prior approval of any such expedited Project elements, RTD's construction contractor shall make reference in its permit application to the page or pages of the permitting set that contains the Project element requested to be permitted. Any plans listed on Exhibit D are in addition to 100% submittal plans if such information needed for the permit is not included in the 100% submittal plans.

3. Certain Project elements included in the 100% submittal plans shall be subject to the City's customary permitting process. Any items not included in the 100% submittal plans that RTD may later determine are necessary or desirable for Project implementation shall also be subject to the City's customary permitting process.
 4. Certain Project elements included in the 100% submittal plans are transit elements that are crucial to LRT system operation, compliance with NEPA documentation or FTA clearance requirements (Transit System Elements). City permitting requirements shall not apply to Transit System Elements constructed within the LRT Guideway clearance envelope boundaries, as depicted on Exhibit C, or to certain Transit System Elements that are constructed outside the boundaries of the LRT Guideway clearance envelope. Transit System Elements include, without limitation, trackage, prefabricated traction power substations, overhead contact system, prefabricated signal houses, prefabricated communications houses, noise and ballast walls, and station platforms.
- B. Nothing herein shall be construed as committing the City to issue permits or accept any plans for construction or other related work or work product that does not meet all applicable codes, ordinances and regulations in accordance with Article 5 hereof.
- C. This provision shall not be construed to apply to the City's zoning ordinances and zoning changes that may be required for implementation of the Project shall be accomplished in accordance with the City's standard procedures. The Parties anticipate that a Planned Unit Development ("PUD") amendment for encroachment into CDOT right of way and reduced setbacks will be necessary. In order to affect any such PUD amendment, RTD shall provide all information normally required by the City, including without limitation a site plan, landscape plan, building elevations, grading and drainage plan.

**ARTICLE 9. CONSTRUCTION AND FIELD ENGINEERING:
CITY REVIEW AND INSPECTION**

- A. RTD shall notify the City in writing of the date for the start of work for the portion of the Project that is located within the boundaries of the City. RTD shall invite the City to any pre-construction conferences.

- B. Temporary construction easements required by RTD on property owned or controlled by the City and that are necessary for implementation of the Project shall be requested by RTD and considered on a site-specific basis. Construction easements, if any, granted shall be granted at no cost to RTD. RTD shall give the City credit for the value of any such temporary construction easements if the City's contributions are valued at less than its total local agency contribution liability. RTD shall restore any such City property to substantially the same condition as it existed prior to RTD's use of the property.
- C. The City may require RTD and its contractor(s) to comply with applicable City requirements including submission of documentation as part of the streamlined permitting process, in accordance with Article 8. The City will review all required permits in accordance with the agreed-upon streamlined process and will coordinate with RTD and its contractor with a goal of issuing any permits within 21 days of application.
- D. The City may have an inspector present in the construction area whenever City-permitted construction activities are being performed within the City limits. To facilitate orderly inspections and prevent the need for dual inspections, the City will coordinate its inspections, in accordance with its standard policies and procedures, through RTD. City inspectors will be required to adhere to all RTD and all RTD contractor safety requirements. The City shall not give direction to the RTD contractor except with respect to the contractor's compliance with terms and conditions issued with City permits; otherwise, any direction shall be provided through the RTD Project Liaison or assignee.
- E. RTD and the County will work cooperatively to exchange schedules and minimize disruptions to City business activities. RTD will submit construction work schedules in advance of construction when working within the City limits.

ARTICLE 10. FINAL INSPECTION AND ACCEPTANCE

- A. RTD shall inform the City when construction within the City limits has been completed and is ready for final inspection and acceptance. The final inspection shall be attended by RTD, the City, the County (as applicable) and RTD's contractor. RTD shall be responsible for directing any corrective work relating to deficiencies. Once any corrections have been made, the City shall have 14 calendar days to give written notice of acceptance or rejection of work.
- B. RTD shall furnish the City with one full-sized set of reproducible "as-built" drawings and/or an electronic version of the same showing all property within the City limits affected by implementation of the Project.
- C. RTD shall warranty for a period of not less than one year from the date of acceptance all work performed by RTD that will be owned and maintained by the City. Landscaping work shall be warranted for not less than two years from the date of completion.

ARTICLE 11. ASSOCIATED COSTS

- A. All costs for the design and construction of the Project that have not been agreed to be borne or contributed by the City as part of this IGA or other agreement entered into by the Parties shall be borne by RTD.
- B. Costs associated with changes to City property that are agreed to between the Parties and are attributed to the implementation of the Project shall be the responsibility of RTD. Such costs include all costs related to the reconstruction, realignment or maintenance of City streets during construction, temporary and permanent traffic control, street lights, City owned utilities, and drainage. Such costs shall not include those associated with betterments, however.

ARTICLE 12. DAMAGES TO CITY OR PROJECT PROPERTY

All damages to City property caused by RTD or its contractor during construction of the Project shall be repaired or reconstructed by RTD or its contractor to the property's original state and to the reasonable satisfaction of the City.

ARTICLE 13. BETTERMENTS

- A. For purposes of this IGA, a "betterment" is defined as an element of work not included in the 65% Project plans and not required by applicable City codes, ordinances or regulations, in accordance herewith. In the event the City requests that RTD construct a betterment, the City or a third party who has agreed in advance to be responsible for payment shall be responsible to pay all costs of the betterment, including without limitation incremental design, construction, coordination, and time delay costs. Before agreeing to construct the betterment, RTD will evaluate the technical feasibility of the betterment to ensure there will be no adverse impact to the Project.
- B. The City, in its sole discretion, may choose to perform work concurrently or in coordination with the Project, provided that the City shall bear all costs for such work and shall coordinate with RTD's contractor to avoid interference with the Project construction schedule. In the event that the City requests and RTD agrees to perform concurrent work by and through RTD's contractors, the City shall bear the costs, if any, of incorporating the City's design into RTD's design and of any additional work performed by RTD at the City's request.

ARTICLE 14. PROJECT LIAISONS

Except as specifically provided herein, all communications and notices required or permitted by this IGA shall be made in writing via U.S. First Class Post, e-mail or facsimile, to the following individuals or their successors:

To the City: Steve Glueck
 Planning and Development Director
 City of Golden
 1445 10th Street
 Golden, Colorado 80401

To RTD: Dennis Cole
West Corridor Project Manager
Regional Transportation District
1560 Broadway, Suite 700
Denver, Colorado 80202

ARTICLE 15. DISPUTES

- A. The Parties shall resolve disputes regarding all items in this IGA at the lowest staff level possible. The escalation process shall be: (i) the Project Manager for RTD & the assigned liaison person for the City, (ii) RTD's Senior Manager for Engineering and the City's Planning and Development Director, (iii) RTD's Assistant General Manager for Planning and Development and the City's Public Works Director, and (iv) RTD's General Manager and the City's Manager.
- B. Disputes shall initially be resolved between the Project Managers of the Parties. If the respective Project Managers for RTD and the City are unable to resolve the issues in dispute, they shall document the basis for dispute, either independently or together, and forward this information to senior management in accordance with the escalation process covered herein.

ARTICLE 16. LIABILITY

As between the Parties, and without either the City or RTD waiving any of their rights or protections under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, each Party hereto shall be responsible for its own negligence and that of its agents, employees and contractors in the performance of this IGA. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this IGA or the design, construction, operation or maintenance of a corridor, it agrees to give the other Party prompt written notice of such claim or suit.

ARTICLE 17. MODIFICATION

This IGA may be modified, amended, changed, or terminated in whole or in part, only by an agreement in writing, duly authorized and executed by the Parties.

ARTICLE 18. REASONABLENESS OF CONSENT OR APPROVAL

Whenever the approval of either Party hereto is called for under this IGA, such Party shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals shall not be unreasonably withheld.

ARTICLE 19. APPROVAL BY CITY COUNCIL AND RTD

This IGA, and each and every of its provisions and terms, is expressly subject to, and shall not be or become effective or binding on the City or RTD until, approved by the City of Golden City Council and the Board.

ARTICLE 20. APPROPRIATION BY CITY COUNCIL AND RTD BOARD

Any and all obligations of the City and RTD under and pursuant to this IGA that require funding are subject to prior annual appropriations of monies expressly made by the City for the purposes of this IGA, and by the Board for the purposes of this IGA and paid thereto into the Treasury of the RTD. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X section 20 of the Colorado Constitution by either Party.

ARTICLE 21. NO TRANSFER, ASSIGNMENT OR ENCUMBRANCE OF INTEREST BY THE PARTIES

RTD and the City shall not transfer, sell, assign, encumber, hypothecate, or use as security its interest in this IGA for any purpose whatsoever.

ARTICLE 22. NO INTERFERENCE WITH PROJECT IMPLEMENTATION

- A. The City agrees that, subject to the above provisions of this IGA, it will not conduct or knowingly approve any activities that would unreasonably encumber or compromise the design, construction or operations of the Project without RTD's approval. Neither this provision, nor any other provision of this IGA, shall prevent or otherwise be construed as a waiver of the City's reasonable exercise of its police powers with regard to land use regulation or otherwise. The City reserves all its police powers unto itself.
- B. The City agrees that, subject to the above provisions of this IGA, it will not construct, or knowingly permit to be constructed, any encumbrances on property necessary for the Project without RTD's approval and will not knowingly permit any encumbrance to be constructed on property necessary for the Project without first notifying RTD.

ARTICLE 23. COMPLETE INTEGRATION

This IGA is intended as the complete integration of all understandings between the Parties as to the calculation of and methodology for payment of the City's local agency contribution. The Parties contemplate additional agreements may be required for property conveyance, construction of Project elements, and other matters made subject hereof. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties. This IGA and amendments shall be binding upon the Parties, their successors and assigns. This IGA shall not be deemed to obviate, negate or supersede the provisions of any additional intergovernmental agreements which the Parties have entered into or may enter into in order to address additional matters and issues as between the Parties which involve RTD's FasTracks program and the City.

ARTICLE 24. TERM AND TERMINATION

This IGA will remain in effect until Project completion, defined as the opening of light rail service to the Station, or until performance or final payment by the City to RTD of

all local agency contribution obligations agreed to by the City, whichever occurs last. This IGA may not be terminated unless by the mutual written consent of both Parties or by court order. All provisions of this IGA that provide rights or create responsibilities for the Parties after termination shall survive the termination of this IGA, whether by expiration or for any other reason.

ARTICLE 25. REPRESENTATION OF PARTIES

The Parties represent and warrant 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. The persons executing this IGA warrant that they have full authorization to execute this IGA on behalf of the Party each represents.

ARTICLE 26. 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 the IGA, the terms of the IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

ARTICLE 27. WAIVER AND BREACH

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

ARTICLE 28. NO THIRD PARTY BENEFICIARIES

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 hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this IGA that any person or entity other than the Parties receiving services or benefits under this IGA be deemed an incidental beneficiary only.

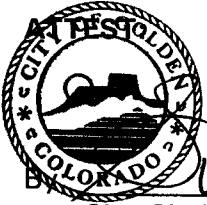
ARTICLE 29. CHANGES IN LAW

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

ARTICLE 30. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and not partners or joint venturers of one another.

IN WITNESS WHEREOF, the City and RTD have executed, through their respective lawfully empowered representatives, this IGA as of the day and year above written.



By: *Wanda Burks*
City Clerk, Ex-Officio Clerk of
City of Golden

CITY OF GOLDEN

By: *John Smith*
Mayor

APPROVED AS TO FORM:

By: *[Signature]*
Attorney for the City of Golden

**REGIONAL TRANSPORTATION
DISTRICT**

By: *Clarence W. Marsella*
Clarence W. Marsella
General Manager

APPROVED AS TO LEGAL FORM

By: *[Signature]*
Associate General Counsel

**EXHIBIT A - JEFFERSON COUNTY GOVERNMENT CENTER
STATION, ACCESS ROAD CONNECTION AND GOVERNMENT
CENTER STATION PEDESTRIAN BRIDGE
(NOT TO SCALE)**



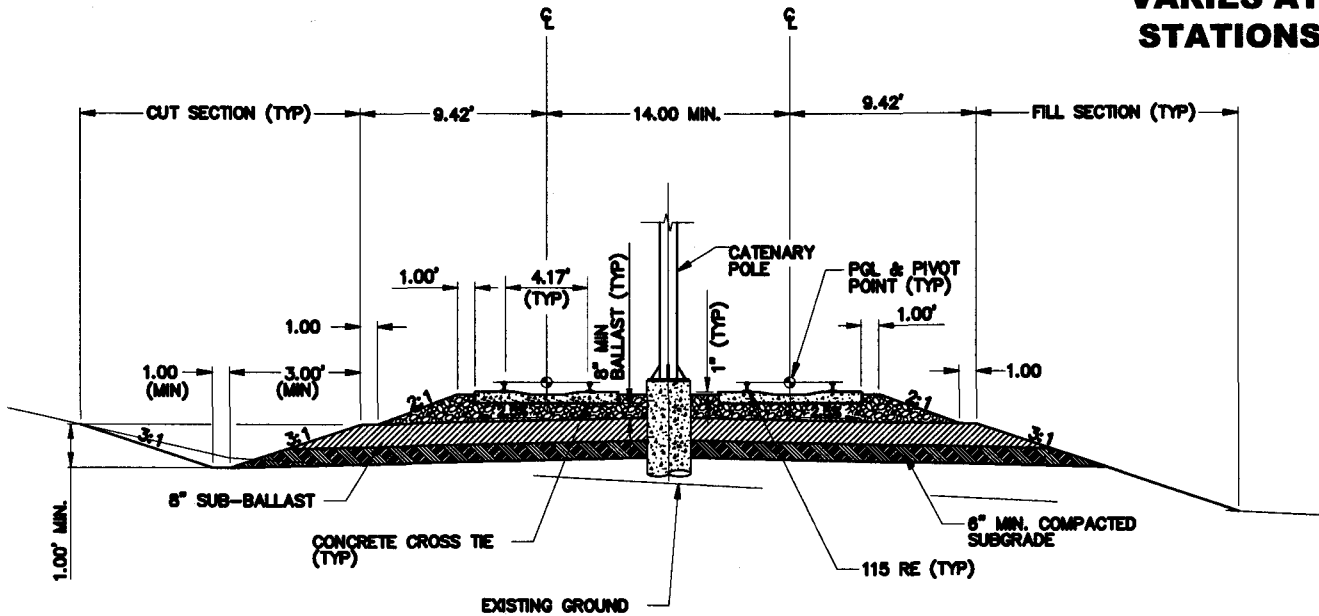


EXHIBIT B

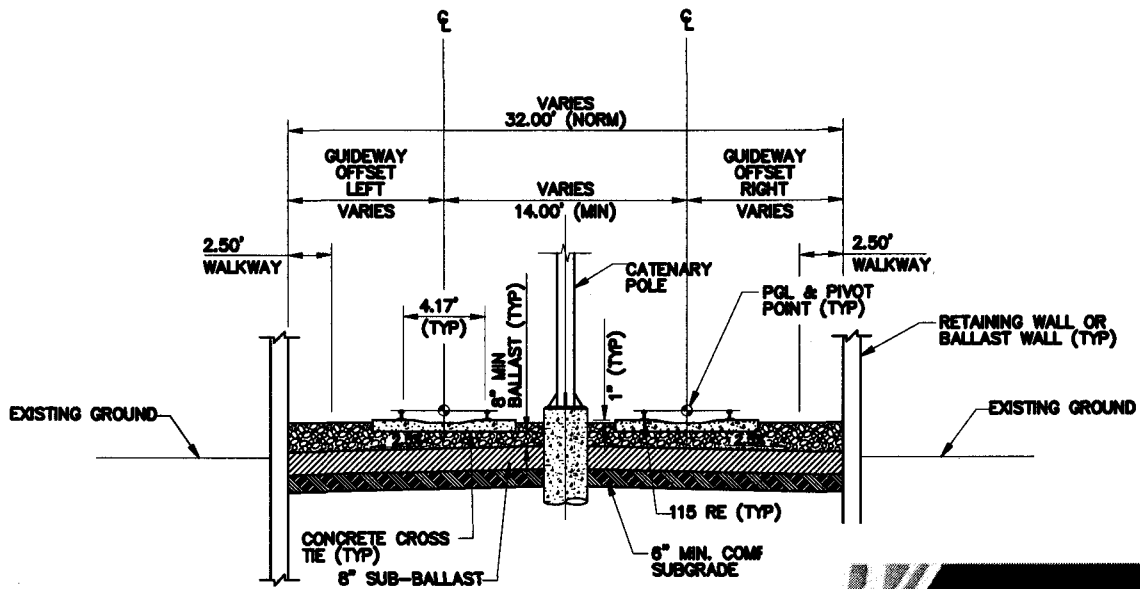
APPLICABLE GOLDEN BUILDING CODES, EACH AS AMENDED BY GOLDEN CITY COUNCIL

- International Building Code, 2006 Edition
- International Mechanical Code, 2006 Edition
- International Plumbing Code, 2006 Edition
- National Electrical Code, 2005 Edition
- International Fire Code, 2006 Edition
- International Energy Conservation Code, 2006 Edition
- International Residential Code, 2006 Edition

**EXHIBIT C
TRACKWAY CLEARANCE
ENVELOPE
(NOT TO SCALE)
VARIES AT
STATIONS**



**BALLASTED DOUBLE TRACK – TANGENT SECTION
UNCONSTRAINED**



**BALLASTED DOUBLE TRACK – TANGENT
CONSTRAINED**



**Exhibit D
Expedited, Customary, and Exempt Permitting Requirements**

Parking structures	Building permit ⁵ Electrical permit Elevator permit Mechanical permits Smoke detection/fire suppression	Structural plans Electrical plans Elevator plans Mechanical plans Fire approval	100% plans will be used in all permitting
Construction office trailers Temp storage trailers Temp construction fences	Grading and Erosion Control permit Storm Water Management Permit	Grading and erosion control plan; Final drainage report and plans - detention is required Storm Water Management Plan	
Construction Staging Areas			
Other work		Site plan and specific plans for tie downs (if applicable), plumbing and electrical connection	

Notes:

- Plans listed are in addition to 100% submittal plans. In some cases, the information needed for the permit may be included in the 100% submittal plans.
- Approved traffic control plans are required for any permit that affects vehicular, bike or pedestrian traffic.
- CDOT permit(s) are required for any work affecting state highways and must be issued before the City of Golden public way permit is issued.
- No work or use of power equipment is allowed between 9:00 p.m. and 7:00 a.m.
- With the exception of the retaining wall structural plans, Fire District must review and stamp all building permit structural plans before submittal to the City of Golden
- All contractors and subcontractors must have a current City of Golden license in the appropriate class for the work performed.

**Exhibit D
Expedited, Customary, and Exempt Permitting Requirements**

Element	Permits Required	Plan Approvals Required¹	Comments
Fixed Guideway Envelope	Golden Permits will not be required	Stormwater Management Plan for portions other than in CDOT right of way	Based on 100% plan set
All work in Golden Right-of-way or easements	Public Way permit by Golden where appropriate ³	Traffic control plans ²	Contractor must submit plans to obtain permit
Fences/railings	Fence permit may be required for fences not in fixed guideway envelope	Planning Dept approval	100% plans will be used for permitting
Flood Plain encroachment	NA	NA	
Retaining walls including ballast walls (>30")	No Golden permit for walls that are part of fixed guideway envelope		Provide retaining wall conformance statement
Utility relocations in Lakewood ROW	Public Way permit ³	Utility plans Traffic control plans	100% plans will be used in permitting
Traction Power Substations	Building permit ³ Fence permit	Planning Dept and Building Dept approval	100% plans will be used for permitting both.
General Station Elements*			
Elevators	Elevator Permit	Elevator Plans	
Fences/railings	Golden permits if over 6' high	Site plan and detail	
Driver relief stations	Building permit ³ Plumbing permit Electrical permit Mechanical permit	Structural plans Plumbing plans Electrical plans Mechanical plans	100% plans will be used in permitting

*Issuance of permits for stations is subject to any necessary amendment to the PUD applicable to the station.

Res. 1833
NC-271



City of Golden

911 10TH ST. GOLDEN, CO 80401
TEL: 303-384-8000
FAX: 303-384-8001
WWW.CITYOFGOLDEN.NET

July 26, 2012

Mr. James Starling
West Rail Line Project Manager
RTD FasTracks
10455 W. 6th Ave. #250
Lakewood, CO 80215

RE: West Rail Line, Jefferson County Pedestrian Bridge - Fiber Location Betterment Request

Dear Mr. Starling:

Pursuant to the terms of the West Corridor Local Agency Contribution Intergovernmental Agreement (IGA) between the City of Golden (the City) and the Regional Transportation District (RTD), we are requesting that a Betterment be implemented at the Jefferson County Government Center.

A new pedestrian bridge is planned for construction by entities other than RTD at the Jefferson County Government Center. The pedestrian bridge approach structure will be approximately 7'-9' below existing grade at the bottom of the foundation. The As-Built configuration of Systemwide conduit run SC-3561, which is (1) 4" Sch. 40 PVC conduit, from SC MH-1001 to JEFFCO SC MH-1101, is in conflict with this approach structure. The 96-strand fiber has also already been installed within this conduit run. The City is requesting that RTD reroute the fiber to avoid the conflict with the approach structure or associated over-excavation for the approach structure. RTD has agreed to make the following modifications in order to implement this Betterment: RTD will pull the fiber back to SC MH-1001, then install a new conduit run, (1) 4" Sch. 40 PVC. New routing of the fiber will be southwest then northwest from 1001 to 1101. (As-Built routing of the conduit runs northwest then southwest from 1001 to 1101.) New conduit will be routed to be at least 9' clear of the approach substructure. Fiber will then be re-pulled into SC MH-1101. A sketch is provided as Attachment A in order to show for design intent.

The City understands that the estimated cost for this Betterment is \$6,500. The City understands and agrees that \$6,500 is only an estimate and that, in accordance with the IGA, all actual costs associated with this Betterment will be paid by the City. The City requests that RTD notify the City when RTD has exceeded 80% of the cost estimate and advise whether RTD anticipates that the Betterment can be completed within the cost estimate or whether additional funding from the City is required.

Please sign below to acknowledge RTD's agreement to the terms of this Betterment request and return an executed copy of this letter to me. Upon RTD's execution, RTD is authorized to proceed with implementation of the Betterment in accordance with this letter without further action on the part of the City.

Sincerely,

Michael C. Bestor, City Manager
City of Golden
911 10th Street
Golden, Colorado 80401

ACKNOWLEDGED AND AGREED FOR THE REGIONAL TRANSPORTATION DISTRICT

James Starling, West Rail Line Project Manager

Attachment: Attachment A, Sketch of Betterment Scope

SCANNED

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