

NORTH METRO CORRIDOR
MEMORANDUM OF UNDERSTANDING

AMONG THE REGIONAL TRANSPORTATION DISTRICT, THE CITIES OF COMMERCE CITY, NORTHGLENN,
THORNTON, THE CITY AND COUNTY OF DENVER, AND ADAMS COUNTY REGARDING THE LOCAL
AGENCY CONTRIBUTION FOR FASTTRACKS.

THIS NORTH METRO CORRIDOR MEMORANDUM OF UNDERSTANDING REGARDING THE LOCAL AGENCY CONTRIBUTION ("MOU") is made and entered into this 1st day of March, 2012 ("Effective Date") by and among the REGIONAL TRANSPORTATION DISTRICT ("RTD"), a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et. seq.; the CITIES OF COMMERCE CITY, NORTHGLENN, AND THORNTON ("Cities"), home rule municipal corporations of the State of Colorado organized pursuant to Article XX of the Colorado Constitution; the CITY AND COUNTY OF DENVER ("Denver"), a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution; and ADAMS COUNTY ("Adams County"), a political subdivision of the State of Colorado, hereinafter referred to collectively as "Local Jurisdictions"; with all parties to this agreement including RTD hereinafter referred to collectively 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 Regional Transportation District ("District"); and

WHEREAS, RTD's FasTracks transit expansion plan approved by the voters of the District on November 2, 2004 requires that local governments to be served by FasTracks to contribute matching funds to the construction of the FasTracks projects ("Local Agency Contribution"); and

WHEREAS, the North Metro Corridor is identified in RTD's FasTracks plan approved by the voters of the District on November 2, 2004, and is approved by the Denver Regional Council of Governments pursuant to the requirements of C.R.S. 32-9-107.7; and

WHEREAS, RTD has identified funds to complete the first segment of the North Metro Corridor to the Denver National Western Stock Show Station; and

WHEREAS, if RTD takes to the ballot and if voters approve an additional sales and use tax effective January 1, 2013, a source of funding is anticipated to be identified to complete the North Metro Corridor from the Denver National Western Stock Show Station to the end-of-line station at 162nd Street and Colorado Boulevard as early as 2020; and

WHEREAS, the Parties desire to set forth their understanding with regard to the Local Agency Contribution among the jurisdictions in the North Metro Corridor, subject to subsequent individual Intergovernmental Agreements between RTD and the individual Local Jurisdictions in the future as funding becomes available and final design plans are completed.

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

1. GENERAL PROVISIONS:

- a. The recitals set forth above are incorporated herein by reference.
- b. The purposes of this MOU are to set forth the understandings of the Parties as regards the allocation of the local agency contribution among the Local Jurisdictions in the North Metro Corridor and allocation of the funds set aside by the Denver Regional Council of Governments to the North Metro Corridor among the Local Jurisdictions.
- c. This MOU does not commit any present or future funding or specific commitments by any Party, as such shall be further set forth in individual Local Match Intergovernmental Agreements between each of the Local Jurisdictions and RTD ("Local Match IGA's").

2. LOCAL AGENCY CONTRIBUTION:

- a. The Local Jurisdictions agree to contribute their proportionate share of the Local Agency Contribution towards North Metro Corridor project costs. To arrive at a fair and equitable determination of such proportionate share, the Parties agree that the cost of the North Metro Corridor, for the purpose of establishing the Local Agency Contribution, shall be based on actual cost but shall not exceed \$909 million in Year of Expenditure dollars¹. The total Local Agency Contribution to be shared by and among the cities of Commerce City, Northglenn, Thornton, the City and County

¹ Source: FasTracks Capital Cost Estimates by Corridor, 2010 Annual Program Evaluation dated January 5, 2010 prepared by RTD. Year of Expenditure refers to the year in which the expenditure occurs.

of Denver, and Adams County is 2.5% of the actual cost of the Project, but shall not exceed \$22.725 million. The Parties further agree that the \$22.725 million maximum Local Agency Contribution for the North Metro Corridor shall be allocated among the Local Jurisdictions in an amount not to exceed the following stated amounts: City of Commerce City \$4,700,000; City of Northglenn \$2,525,000; City of Thornton \$7,500,000; City and County of Denver \$5,000,000; and Adams County \$3,000,000.

b. Each of the Local Jurisdictions' obligations towards their respective Local Agency Contribution shall be set forth in a separate Local Match IGA with RTD as funding for the entire North Metro Corridor or sections of the North Metro Corridor becomes available and as final design is completed such that each Party's obligations may be defined.

c. The Parties agree that each Jurisdictions' Local Match IGA will specify how its Local Agency Contribution is met, which may include, but not be limited to, the following in-kind contributions: 1) customary fees for plan review, permits, inspections and approvals required by codes, ordinances, regulations, or resolutions of the Local Jurisdiction; 2) Local Jurisdiction staff time required to perform necessary activities associated with environmental clearances, planning, design, construction and inspection of the project; 3) utility relocation credits if relocation of public utilities is necessitated by construction of the North Metro Corridor; 4) the value of real property interests owned or controlled by the Parties that are identified by RTD and the Local Jurisdiction as required for the North Metro Corridor project and provided to RTD as part of the project; 5) the value of traffic signals and railroad crossing signal components installed or modified by the Local Jurisdiction and required as part of the project; 6) other improvements as may be agreed to by the Parties in the Local Match IGA; 7) use taxes that are legally required to be paid by RTD/contractors; and 8) customary fees including storm water utility fees and water tap fees.

d. The Parties agree that because the Local Agency Contribution allocation among the Parties was based on the assumption that RTD would build out the North Metro Corridor in its entirety, in the event RTD builds and extends the North Metro Corridor in segments and the construction of such segments creates an interim "end-of-line" station within any of the individual Local Jurisdictions, that Local Jurisdiction and RTD may renegotiate the amount of the Local Agency Contribution within the Local Jurisdiction's individual Local Match IGA with RTD. However, the Parties agree the Local Jurisdictions' Local Agency Contributions will be capped at the amounts identified in Section 2.a. above.

3. ALLOCATION OF DENVER REGIONAL COUNCIL OF GOVERNMENTS 'SECOND COMMITMENT POOL' FOR THE NORTH METRO CORRIDOR OF \$7,451,000:

a. The Parties agree that the \$7,451,000 currently allocated to the North Metro Corridor by the Denver Regional Council of Governments (DRCOG) in 2012-2017 Transportation Improvement Program (TIP Project #2012-1010) shall be allocated among the Local Jurisdictions consistently with each Local Jurisdiction's percentage of the Local Agency Contribution, i.e., as follows: City of Commerce City \$1,542,000; City of Northglenn \$827,000; City of Thornton \$2,459,000; City and County of Denver \$1,639,000; and Adams County \$984,000.

b. The Parties agree that to the extent these funds are used by a Local Jurisdiction to construct improvements required for the North Metro Corridor project, the Local Jurisdiction's match toward the DRCOG funds, and other amounts as further provided in an IGA, will be considered as part of such Local Jurisdiction's Local Agency Contribution.

c. The Parties agree to develop a specific plan which sets forth specific projects identified in the North Metro Corridor project, including associated costs and schedule; to prepare and submit one or more TIP Amendments to DRCOG to transfer funds from the DRCOG Unallocated Second Commitment Pool for FasTracks corridors to these individual projects; and to support these amendments as they move through the process at DRCOG.

d. The Parties agree that the project funding requests to DRCOG shall give priority to the City and County of Denver project to provide funding to coincide with the opening of Phase One of the North Metro Corridor (from Denver Union Station to the Stock Show Station).

e. The Parties recognize that the Commitment Pool amounts set aside by DRCOG for FasTracks assumes that the federal government will fully fund such amounts, and that the amount of funds that are available each year through FY 2018 may therefore fluctuate in accordance with federal funding availability. The Parties agree to cooperate and to work with DRCOG in such event.

4. TERM OF AGREEMENT: The term of this MOU shall begin upon the date of execution and extend until December 31, 2042 or upon the commencement of revenue service (first paying passenger) of the entire North Metro Corridor, whichever occurs earlier.

5. TERMINATION OF AGREEMENT: At such time as each of the Cities, Denver, or Adams County executes a Local Match IGA with RTD pertaining to its Local Agency Contribution for the North Metro Corridor, that Local Match IGA rather than this MOU shall operate to define the amounts and eligible in-kind sources for such Local Agency Contribution. This MOU shall otherwise be terminated

prior to its term as to any or all of the Parties, upon mutual written agreement of all current Parties to the MOU.

6. NOTICES: Any notices required by this MOU shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, to the Parties at the following addresses:

- Denver: City and County of Denver
Manager of Public Works
201 W. Colfax Avenue, Dept. 608
Denver, Colorado 80202

- Commerce City: City of Commerce City
City Managers Office
7887 E. 60th Avenue
Commerce City, Colorado 80022

- Northglenn: City of Northglenn
City Manager's Office
11701 Community Center Drive
Northglenn, Colorado 80233

- Thornton: City of Thornton
City Manager's Office
9500 Civic Center Drive
Thornton, Colorado 80229

- Adams County: Adams County
Board of County Commissioners
4430 South Adams County Parkway
Brighton, Colorado 80601

- RTD: North Metro Corridor Project Manager
Regional Transportation District
1560 Broadway, Ste. 650
Denver, Colorado 80202

7. APPROPRIATIONS: The Parties acknowledge that this MOU does not appropriate any monies, and that the Parties do not by this MOU irrevocably pledge present cash reserves for payments in future fiscal years, and do not intend to create a multiple fiscal year direct or indirect debt or financial obligation of the Parties.

8. MORAL COMMITMENT: This MOU is intended solely as a memorandum outlining the understandings of the Parties regarding the Local Jurisdictions' respective shares of the North Metro Corridor Local Agency Contribution and DRCOG Commitment Pool amounts, the types of in-kind contributions that may be eligible to satisfy Local Agency Contributions, and RTD's commitment to honor these provisions in their individual Local Match IGAs.

9. EXECUTION OF AGREEMENT: This MOU shall not take effect until approved by all the Parties and signed by appropriate officials.

10. COUNTERPARTS: This MOU shall be executed in counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered as of the date first above written.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered as of the date first above written.

CITY OF COMMERCE CITY, COLORADO

By: [Signature]
Sean Ford, Mayor

Approved as to form:

By: [Signature] For Bob Gause
City Attorney

ATTEST:

By: [Signature]
City Clerk



CITY OF NORTHGLENN, COLORADO

By: [Signature]
Joyce Downing, Mayor

Approved as to form:

By: [Signature]
City Attorney

ATTEST:

By: [Signature]
City Clerk

CITY OF THORNTON, COLORADO

By: [Signature]
Jack Ethredge, City Manager

Approved as to form:

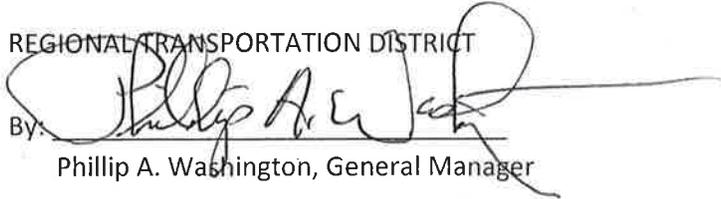
By: [Signature]
City Attorney

ATTEST:

By: [Signature]
City Clerk

REGIONAL TRANSPORTATION DISTRICT

By: _____



Phillip A. Washington, General Manager

Approved as to legal form for
the Regional Transportation District:

By: _____



Deputy General Counsel

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

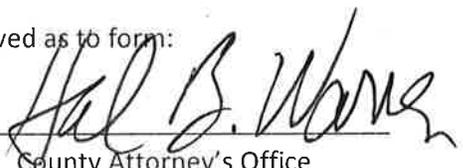
By: _____



W R "Skip" Fischer, Chairman

Approved as to form:

By: _____



County Attorney's Office

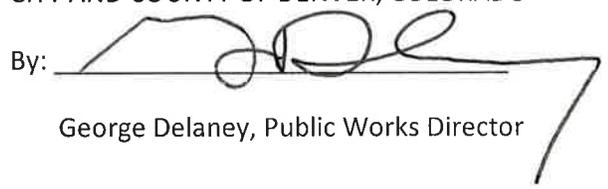
ATTEST:

By: _____

County Clerk

CITY AND COUNTY OF DENVER, COLORADO

By: _____



George Delaney, Public Works Director