

RTD – CMAQ Second Sixty Award  
FTA Grant (FAIN)# CO-2019-015  
CFDA #: 20-507  
**Federal Award Date 06/10/2019**  
Subrecipient DUNS: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

by and between

REGIONAL TRANSPORTATION DISTRICT  
1660 Blake Street  
Denver, Colorado 80202

and

CITY AND COUNTY OF DENVER  
1437 Bannock Street  
Denver, Colorado 80202

for the

### CONSTRUCTION of 48<sup>TH</sup> AVENUE SIDEWALKS

This Intergovernmental Agreement (**IGA**) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 (**Effective Date**) between the Regional Transportation District (**RTD**), a political subdivision of the State of Colorado, and the City and County of Denver (**City**), each a **Party** and together the **Parties**, to provide pass-through of Federal Transit Administration (**FTA**) funding awards through RTD to the City as partial funding for the City's construction of six blocks of sidewalk on the south side of 48<sup>th</sup> Avenue between Brighton Boulevard and Claude Court.

#### **I. RECITALS**

- A. The USDOT provides funding through federal grants to assist states and Direct Recipients in financing capital projects under 49 U.S.C. § 5307 (Congestion Mitigation and Air Quality (**CMAQ**)). See generally, FTA Circular 9030.1 E (effective 1/16/14).
- B. The City applied for and was awarded Federal Highway Administration (**FHWA**) funding for the construction of six blocks of sidewalk on the south side of 48<sup>th</sup> Avenue between Brighton Boulevard and Claude Court under the Denver Regional Council of Governments (**DRCOG**) Second Sixty Program (**Second Sixty**) for CMAQ funds.
- C. RTD is designated as a Direct Recipient of CMAQ funds flexed from FHWA to FTA and, as such, is permitted to pass through Subawards of those funds to eligible Subrecipients.
- D. As the Designated Recipient for USDOT funds, RTD is responsible for contracting with eligible Subrecipients for projects selected by DRCOG and the FTA to receive funds through competitive selection processes, and ensuring that Subrecipients comply with FTA requirements as a condition for receipt of DOT funds through oversight and monitoring of Subrecipients.

- E. The City qualifies as an eligible Subrecipient.

## **II. SUBAWARD AGREEMENT**

**NOW, THEREFORE, the Parties agree as follows:**

### **1. RECITALS AND EXHIBITS.**

The Recitals set forth above and all attached exhibits are incorporated into this IGA by this reference.

### **2. DEFINITIONS.**

***Indirect Costs:*** Costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

***Project:*** 48<sup>th</sup> Avenue Sidewalk Construction, as described in **Exhibit A**.

***RTD Award:*** The federal grant received by RTD to be passed through to the City for purposes of funding the Project.

***Subaward:*** An award provided by a Recipient to a Subrecipient for the Subrecipient to carry out part of a federal award received by the Recipient.

***Subrecipient:*** An entity that receives a Subaward (or Subagreement) from a Recipient to carry out part of a federal program, but does not include an individual that is a beneficiary of such program or a Third Party Contractor or Third Party Subcontractor. A Subrecipient may also be a Recipient of other federal awards directly from a federal awarding agency.

***Third Party Contract:*** A legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.

***Third Party Contractor or Third Party Participant:*** An entity that receives a Third Party Contract.

Capitalized terms not defined in this IGA shall have the definitions found in the FTA Master Agreement MA(25).

- 3. ACKNOWLEDGEMENT OF SUBRECIPIENT STATUS.** The City, as a Subrecipient of CMAQ funds, understands, acknowledges and expressly agrees that it must comply with all applicable federal laws, regulations and requirements applicable to the receipt of those funds including, but not limited to, the FTA Master Agreement MA(25) and any subsequent modification or amendments to applicable federal laws and regulations. The Parties shall administer this IGA and any subcontracts or agreements that receive funding as a result of this IGA in accordance with FTA Circular 4220.1E. As a Subrecipient, the City is required to undergo risk assessment reviews and be monitored by RTD in its role as Direct Recipient of such funds. Any violations of or failures

to comply with federal requirements by the City may result in an enforcement action, termination of this IGA, disallowance of funding or other appropriate measures.

#### **4. PROJECT.**

- a. General. The City shall use the RTD Award to undertake and complete the work described in the scope of work for the Project attached as **Exhibit A (Scope of Work)**. The RTD Award shall only be used by the City for the completion of the Project construction as described in **Exhibit A**. No changes to the Scope of Work shall be made without prior written agreement between the Parties and, if required, with approval of the FTA.
- b. Description of Project. The Scope of Work shall include a description of the Project boundaries, a detailed Project description, a specific Project budget (line items), an independent cost estimate (***ICE***) and a schedule.
- c. Notice to Proceed/Completion. The City may commence work on the Project upon receipt of a notice to proceed (***NTP***) from RTD.
- d. Completion Date. The Project must be completed within one year of the Effective Date, unless an extension is approved in writing in advance by RTD. Final completion of the Project occurs when FTA notifies RTD that FTA has closed the RTD Award.

#### **5. FUNDING.**

- a. The RTD Award is a DOT award passed through a CMAQ grant from the FHWA through the FTA and administered by RTD. The City shall use the RTD Award solely for eligible purposes as defined in FTA regulations and guidance, as they may be amended, promulgated, or updated from time to time during the term of this IGA. (See, *e.g.*, Award Management Requirements, FTA C 5010.1E.)
- b. Financial Capacity. The City agrees to provide the local match in an amount equal to or greater than twenty percent (20%) of the cost of the Project as set forth in Paragraph 5(c) below. The City represents and warrants that it has the financial capacity to meet this obligation and will provide evidence of such capacity to RTD.
- c. Second Sixty Award. The RTD Award (DOT Grant CO-2019-015) will fund eligible costs for portions of the construction of the Project. It is anticipated that the RTD Award is **\$1,639,200.00**.

##### Second Sixty Award Funding Summary:

<b>Funding Source</b>	<b>Amount</b>
Federal Share (80%)	\$1,639,200.00
Local Match (20%)	\$409,800.00
Total Budget	\$2,049,000.00

- d. Overruns. In no event shall RTD be responsible for reimbursement of funds for the Project in any amount greater than the RTD Award. Any additional funds required for the Project over

and above the RTD Award, together with the City's committed local match funds, shall be the responsibility of the City; however, RTD agrees it will endeavor to work with the City on potential future federal funding opportunities that may become available for the Project so long as RTD is a Direct Recipient.

- e. Limited Award. The RTD Award is a one-time award of federal funds by RTD to the City and does not imply or obligate RTD to any future funding commitment.
- f. No RTD Obligation. Whether or not RTD Award funds are available, or whether or not the City's local match funds are sufficient to pay for the costs of the Project, RTD is under no obligation to provide any funds for the Project other than RTD Award funds actually received by RTD. RTD is not responsible to provide any funding to substitute for RTD Award funds in the event the RTD Award is withdrawn, disallowed, or otherwise not funded. Furthermore, if the RTD Award is less than the amounts set forth in this Section 5, RTD shall not be responsible to provide any shortfall to the City.
- g. Administrative Fee. The Parties acknowledge that RTD has elected not to charge an administrative fee to recover RTD's costs of administering the RTD Award.
- h. No Research and Development. The Parties acknowledge that the RTD Award does not include reimbursement for research or development.
- i. No Indirect Costs. All costs charged to the Project shall be identified by the City as described in this IGA, and the City shall not charge Indirect Costs for work performed.

## **6. THIRD PARTY PARTICIPANT AGREEMENTS.**

- a. Flow Down of Provisions to Contractors. The City may advertise for hard bids to engage one or more Third Party Participants to perform work as part of the Project. The City understands, acknowledges, and agrees that it is the responsibility of the City to ensure that each such contract with a Third Party Participant shall comply with all applicable federal requirements in order to be eligible for reimbursement of amounts paid under such a contract. The City shall manage the performance of all Third Party Participants and the fulfillment of all federal requirements by those Third Party Participants including, but not limited to, guidance provided by FTA Circular 4220.1F, Third Party Contracting Guidance and 49 C.F.R. Part 18.37, which requires Third Party Contracts to include all federally required clauses in their contracts and that Third Party Participants be made aware of the requirements imposed on them by federal statute and regulation, including the requirements imposed by 49 C.F.R. Part 18.

In the event that a Third Party Participant contracts with a subcontractor to perform work under this IGA, also considered to be a Third Party Participant to the RTD Award, the City is responsible for ensuring that any such subcontract complies with all the terms of this IGA and all applicable federal statutes and requirements. Each subcontract entered into between a Third Party Participant and additional Third Party Participants (as subcontractors) shall include the following provision or a substantially similar version of the following provision:

**“RTD/Denver Intergovernmental Agreement (IGA) Terms and Conditions Binding on Subcontractors:** [Subcontractor] has received and reviewed a copy of the RTD/CCD IGA, including its attached FTA Terms and Conditions and the Federal Certifications and Assurances applicable to the IGA, and finds the terms

and conditions stated therein to be acceptable for the performance of work under this contract. [Subcontractor] agrees to be bound to the City and County of Denver for all those obligations under the IGA as the Contractor is bound to the City and County of Denver under the IGA. Additionally, all terms and provisions in the IGA, the FTA Terms and Conditions and the Federal Certifications and Assurances that are applicable to the Subcontractor and the work are incorporated in this contract by reference, in their entirety. Should there be a conflict between the IGA and this contract, the terms of the IGA shall control. Subcontractor agrees to cooperate with RTD and the City and County of Denver in providing any information requested by RTD or City and County of Denver for federal award reporting purposes.”

- b. Advertisement for Bids. Prior to advertising for bids for work to be performed by a Third Party Participant, the City shall provide RTD the form of Third Party Participants’ contracts prior to publication, and RTD shall timely advise the City of changes necessary to comply with the RTD Award or other RTD requirements, including but not limited to required contract clauses for federally assisted subcontracts and Third Party Contracts, in this IGA, including **Exhibit B**. Compliance by the City, a Third Party Participant, and any other contractors and subcontractors with RTD-required contract clauses for federally assisted subcontracts and Third Party Subcontracts, and other requested changes by RTD, shall be a condition of receipt of the RTD Award. RTD may take up to ten (10) business days to review each version of prospective documents for compliance. Once RTD has reviewed and approved the bid documents and prospective Third Party Participants’ contracts for compliance with requirements, the City may advertise for bids and select Third Party Participants and begin contract negotiations.
- c. Required Forms. Prior to the execution of a Third Party Contract between the City and a Third Party Participant, the Third Party Participant shall complete and submit all required forms found in **Exhibits C, D, E and F** to the City, and the City shall timely submit those completed forms to RTD. The City and Third Party Participant shall be the parties to the Third Party Contract; and the City, as the contracting agency, shall have authority for administration of the Third Party Contract. RTD will not directly contact the Third Party Participant, except as set forth below. RTD may require ten (10) business days to review these submittals. Under no circumstance shall a Third Party Participant begin work without an executed Third Party Contract. Work performed without a compliant, executed Third Party Contract, with all completed forms having previously been submitted to RTD, will not be eligible for compensation by RTD Award funds.
- d. Copies to RTD. Upon execution of the Third Party Contract between the City and the Third Party Participant, the City shall provide a copy of the Third Party Contract to RTD Planning and the RTD Small Business Office (**RTD SBO**). The City shall also provide RTD copies of any Third Party Participant subcontracts for performance of work to ensure proper flow down of grant provisions.
- e. Review. The City shall manage all work performed by any Third Party Participant for the Project. RTD shall be entitled to receive electronic copies of all as-builts, submittals, shop drawings, and test results produced or collected by the Third Party Participant at no additional cost to RTD.
- f. Meetings. RTD shall have the right to attend and shall receive notice of all formal meetings with a Third Party Participant related to the Project no less than forty-eight (48) hours in

advance. RTD shall not give direction to a Third Party Participant but shall submit all comments on a Third Party Participant's work to the City.

## **7. CIVIL RIGHTS SMALL BUSINESS OFFICE.**

- a. It shall be the responsibility of the Parties to ensure that the compliance and implementation of Disadvantaged Business Enterprise (**DBE**) requirements are in accordance with 49 CFR Part 26 and RTD's FTA-approved DBE Plan and Program. RTD shall be responsible for administering its own DBE program to set and monitor compliance with the goals on this Project.
- b. RTD SBO has established a DBE goal of **eighteen** percent (**18%**) for this Project. City shall use this goal in evaluating, awarding, and administering any Third Party Contracts.
- c. It shall be the responsibility of City to provide a DBE Liaison (**DBE Liaison**) for the RTD SBO. The DBE Liaison will be responsible for contact information, submittals, invoicing/payment information, federal reporting information and interfacing with the RTD SBO to address various issues or concerns related to compliance with the DBE program requirements.
- d. It shall be the responsibility of City to provide RTD SBO with a copy of all bids received in response to the Invitation to Bid at least ten (10) business days in advance of selection of the successful Third Party Participant, as part of the DBE requirements.
- e. It shall be the responsibility of the City to include the RTD Civil Rights/EEO/DBE Contract Requirements (**Exhibit D**) in any advertisement for bids and in all executed Third Party Contracts. In the event of a conflict between **Exhibit D** and any other part of this IGA, **Exhibit D** shall control. Persons submitting bids must complete and submit all necessary forms for the City to return to RTD SBO. All forms from the DBE Contract Requirements (**Exhibit D**) must be submitted to RTD SBO prior to execution of the Third Party Contracts in compliance with RTD's DBE Plan and Program. Failure to submit completed forms may result in a bidder being deemed non-responsive. The prime Third Party Participant, as selected by the City, must provide documented proof of good faith efforts using the RTD SBO documentation process should it be unable to meet the DBE goal.
- f. Under no circumstances shall a DBE Third Party Participant, as designated by the City, begin work without an executed subcontract or purchase order.
- g. It shall be the responsibility of the City's DBE Liaison, as named by the City, to obtain RTD SBO's review of all amendments and change orders to any DBE-related Third Party Contracts prior to their execution.
- h. The City shall require the selected DBE Third Party Participants to submit both to the City's Liaison and to RTD SBO a copy of all DBE subcontracts and/or purchase orders within thirty (30) days of execution of the DBE subcontracts and/or purchase orders or issuance of the NTP, whichever occurs first.
- i. No DBE Third Party Participant shall be replaced, removed, substituted or terminated without good cause as set forth in 49 CFR Part 26.53(f) and pre-approval by RTD SBO. This includes reductions to scopes of services and/or subcontract values.

- j. RTD SBO will directly contact a Third Party Participant and subconsultants for compliance monitoring, reviews and/or auditing purposes. The City shall require Third Party Participants to cooperate in such RTD SBO contacts.
- k. The City shall withhold payment from a DBE Third Party Participant for non-compliance with the DBE Program requirements and the provisions of this section as directed by RTD SBO.

## **8. REPORTING/AUDITS.**

- a. RTD shall be responsible for all grant reporting for the Project to the FTA. The City shall cooperate with RTD in providing information required by RTD for grant reporting and shall also require its Third Party Participants to provide such cooperation with RTD.
- b. If applicable, the City shall be responsible for providing data to support the calculation of air quality benefits derived from the Project, which is required as part of the federal CMAQ process. The methodology for the data collection on the air quality benefits will be provided by RTD in advance of the reporting deadline to allow the City to prepare the data for submission.
- c. As of the Effective Date, the City shall submit to RTD monthly reports of progress made on the Project *regardless of whether any work has actually been performed during the preceding month*, using the template Progress Report shown in **Exhibit E**. The monthly Progress Report shall include:
  - A cover sheet to accompany the Progress Report that includes RTD's assigned purchase order number for this IGA;
  - A summary of work completed with specific references to the Scope of Work;
  - A summary of issues that may delay or impact the schedule of deliverables; and
  - A proposed, revised date of completion of the Project, if applicable, which must be approved by RTD.
- d. Audits. For a period of three (3) years following closing of the RTD Award, RTD, FHWA, FTA, and any auditor or contractor acting on their behalf shall have the right to audit the City's books and records and the books and records of the Third Party Participant(s) performing the work. Third Party Contracts awarded shall provide that RTD, FHWA and/or FTA shall have the right to audit the Third Party Participants' and all of their subcontractors' books and records as they pertain to the Project for a period of three (3) years from the date of completion of the respective Third Party Participant's work. The City agrees that RTD Award closeout does not alter the reporting and record retention requirements of this section.
- e. Project Closeout. The City agrees that grant closeout by FTA does not invalidate any continuing requirements imposed by this IGA or any other agreement, or any unmet requirements.

## **9. INVOICING.**

- a. Monthly Invoices. With each monthly Progress Report, if costs or expenses are incurred during the reporting period, the City must submit invoices to RTD for verified, eligible costs and expenses consistent with the Scope of Work up to the maximum amount of the RTD Award (if the RTD Award is in the amount anticipated; otherwise up to the actual RTD Award). **The invoice shall be in a form approved by RTD and include the RTD purchase order number**

**specifically assigned to this IGA.** Invoices shall include any Third Party Participants' invoices and other available background information regarding the work being invoiced, including but not limited to a detailed description of the work, dated receipts and proofs of payment for expenditures, properly executed payroll records, time records, contracts and other documentation required to demonstrate eligibility. RTD shall reimburse the City only for actual work and other eligible expenses detailed in the Scope of Work.

Submit invoices to:

Regional Transportation District  
Attn: Accounts Payable  
1660 Blake Street, DO-M3  
Denver, CO 80202  
Or to: [AP.Department@RTD-Denver.com](mailto:AP.Department@RTD-Denver.com)

With a copy to: [John.Hersey@RTD-Denver.com](mailto:John.Hersey@RTD-Denver.com)

- b. No Staff Time. No City internal staff time shall be included as any reimbursable expense, other than as set forth for the three staff members as provided in the Scope of Work, who will bill directly to the Project and provide monthly timesheets to RTD.
- c. Payment by RTD. RTD shall pay up to 80 percent on all approved invoices within thirty (30) days of receipt; the City is responsible for contributing its match of the remaining 20 percent for each invoice. RTD may withhold reimbursements until all required reporting is submitted. In the event Progress Reports are untimely or incomplete, payments may be delayed and certain amounts may be excluded or disallowed if rendered ineligible. Delinquent or incomplete reporting may be reported to DRCOG. If RTD disputes any invoice or portion of an invoice, it shall provide written notice to the City of the dispute within fourteen (14) calendar days of receipt of the invoice; otherwise the invoice is deemed to be approved by RTD. RTD shall not be responsible for paying Third Party Participant bills directly. RTD's approval of or payment of an invoice shall not be considered a review of the City's federal funding compliance practices or an approval of such practices and shall in no way relieve the City of its responsibility to comply with any applicable federal requirements and the requirements of its Third Party Participants. In the event any amount paid by RTD under this IGA is later determined to be ineligible for federal funding by RTD or any federal agency, the City shall require the party responsible for the ineligible payments to reimburse RTD the full amount of those funds and any associated costs, interest, and penalties.
- d. **Work performed prior to the NTP is not eligible for reimbursement.**
- e. The City agrees to remit to RTD any excess payments made to the City, with respect to any costs disallowed by the FTA after payment was made to the City by RTD, and any amounts recovered by the City from third parties or from other sources pursuant to this IGA, in addition to any penalties and interest assessed.
- f. Expenditure of funds from the RTD Award shall be documented separately by the City and Third Party Participants to ensure dollars spent coincide with task deliverables as determined by an independent cost estimate.



**10. TERMINATION; SUSPENSION OF WORK.** This IGA may be terminated for any of the following reasons.

- a. Funds not Available. In the event that RTD Award funds are not made available to RTD, this IGA shall terminate.
- b. Termination for Mutual Convenience. The Parties may terminate this IGA, and the City terminate the Project, if both Parties agree in writing that continued work on the Project would not produce beneficial results commensurate with the further expenditure of funds.
- c. Right to Terminate Contract for Convenience or Default. RTD shall also have the right to terminate this IGA for convenience or default, and the right to suspend the work, in accordance with provision FTA 8, Termination, of the FTA contract provisions attached as **Exhibit B**.
- d. In the event that either Party exercises any termination rights described in this section, this IGA shall cease to be of any further force and effect as of the date of termination, with the exception of all remedies specified in this IGA and that may otherwise be available to the Parties under the law, and with the exception of any rights or liabilities of the Parties that may survive by virtue of this IGA.

**11. COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS (FLOW DOWN OF PROVISIONS).** As previously stated, the Parties acknowledge that the Project will be at least partially federally funded. This IGA and all subgrants, Third Party Contracts and Third Party Subcontracts are therefore subject to the FTA Master Agreement MA(25), as updated, and all other applicable federal regulations. All subgrants, Third Party Contracts, and Third Party Subcontracts must include as flow-down provisions the terms of this IGA, including the FTA contract provisions attached as **Exhibit B**.

- a. The City shall at all times comply with all applicable FTA regulations, policies, procedures, reporting requirements, and directives as they may be amended, succeeded or promulgated from time to time during the term of this IGA, including without limitation those in FTA Circulars 9030.1E and 8100.1c, and those listed directly or by reference in the current FTA Master Agreement MA(25), as they may be amended, succeeded or promulgated from time to time during the term of this IGA. In addition to all such requirements imposed directly upon the City, the requirements imposed upon RTD as a Recipient are also imposed upon the City under this IGA, and the rights reserved by DOT, FTA or any other applicable agency are reserved by RTD. The City's failure to comply with any and all such requirements shall constitute a material breach of this IGA. The City may contact FTA for a copy of the current FTA Master Agreement MA(25) and certifications, which can also be found at the FTA website, <http://www.transit.dot.gov>
- b. Without limiting the foregoing, the following are specifically incorporated in this IGA by this reference and shall govern this IGA: (i) FTA Master Agreement MA(25); (ii) USDOT Regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" 2 C.F.R. part 1201; (iii) FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions; (iv) FTA Circular 5010.1E, Grants Management – General; (v) FTA Circular 4220.1F, "Third Party Contracting Guidance"; (vi) Executive Order 12898 (Environmental Justice), and (vii) FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

- c. All FTA-mandated terms will be deemed to control in the event of a conflict with other provisions contained in this IGA. City shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests that would cause RTD to be in violation of the FTA terms and conditions.
  - d. The Federal Certifications and Assurances applicable to this IGA are attached as **Exhibit C** and shall be submitted as required by **Exhibit B**. A Certification Regarding Lobbying Form is included within **Exhibit C**; the form is applicable to federal awards exceeding \$100,000 and in such event must be completed by the City and returned to RTD prior to execution of this IGA by RTD. Such certifications, assurances, and terms are subject to updating by FTA. The City agrees to comply with any additional FTA-required certifications and assurances during the term of this IGA for the City, and further agrees to require such compliance by any Third Party Participants for awards exceeding \$100,000 prior to entering into a Third Party Contract. The City further understands and agrees that RTD shall perform System of Award Management (SAM) Checks to confirm that no federally excluded parties are participating in the contracts funded through this IGA, and that reporting of exclusion in a SAM Check shall render a party ineligible to participate until such exclusion is lifted. The City shall comply with all applicable requirements of such certifications, assurances and terms, require the City's Third Party Participants to likewise comply, and shall also require the City's Third Party Participants to extend all such requirements to each contractor, subcontractor, and any other Third Party Participant whose work is funded in whole or in part by the RTD Award.
  - e. The City is required to adopt and publish its Title VI policy, and provide a copy to RTD, which shall include Title VI complaint procedures for investigating and tracking Title VI complaints. Title VI complaints are to be handled in compliance with federal law and **Exhibit F**.
12. **THIRD PARTIES**. No person or entity not a Party to this IGA shall have rights under this IGA, except the Federal Government.
13. **CONFLICTS**. No officer, member, or employee of RTD or the City, no members of the respective governing bodies of RTD or the City, and no other public officials or employees of RTD or the City during his or her tenure, or for one year thereafter, shall have any personal interest, direct or indirect, in any solicitation for services made pursuant to this IGA or in the proceeds of this IGA.
14. **MERGER**. This IGA represents the entire agreement between the Parties and may be amended only in writing, signed by the Parties.
15. **DISPUTES**. Disputes shall initially be resolved by the Party Liaisons defined as RTD's Assistant General Manager for Planning and Development and City's Director of Planning Services. If the Party Liaisons are unable to resolve the dispute, they shall escalate the dispute to RTD's General Manager and the Mayor of Denver.
16. **NOTICES**. All contacts, communications, and data required to be performed or exchanged pursuant to this IGA will be sent to the following persons or their successors designated in writing:

For RTD:

Bill Sirois  
Senior Manager for Transit-Oriented Communities  
Regional Transportation District  
1560 Broadway, Suite 700  
Denver, Colorado 80202  
[William.Sirois@RTD-Denver.com](mailto:William.Sirois@RTD-Denver.com)

For City:

\_\_\_\_\_  
\_\_\_\_\_  
City and County of Denver  
201 W. Colfax, Dept. 205  
Denver, CO 80202

With a copy for Legal Notices to:

General Counsel  
Regional Transportation District  
1660 Blake Street  
Denver, Colorado 80202

17. **TERM.** This IGA shall become effective upon the Effective Date and will terminate upon termination or closeout of the RTD Award, unless sooner terminated as provided in Section 10. Certain provisions shall logically survive termination of this IGA.
18. **INDEMNIFICATION.** The City shall require its Third Party Participants to indemnify, save, and hold harmless RTD, its employees and agents, against any and all claims, damages, liability, penalties, and awards including costs, expenses and attorney fees and related costs, incurred as a result of any act or omission by Third Party Participant, or its employees, agents, subcontractors, or assignees. The provisions of this IGA shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Federal Tort Claims Act, or C.R.S. § 24-30-1501, *et seq.*
19. **SUCCESSORS AND ASSIGNMENT.** The terms of the IGA shall be binding on the successors and assigns of each of the Parties. Neither Party shall assign this IGA, or any part of this IGA, without the prior written consent of the other Party, and any assignment without such consent shall be void and unenforceable.
20. **CAPTIONS.** The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
21. **FURTHER COOPERATION.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this IGA, and will execute such additional documents as necessary to effectuate the same.
22. **NO JOINT VENTURE.** Nothing contained in this IGA is intended to create a partnership, joint venture or joint enterprise between the Parties, and any implication to the contrary is disavowed. This IGA does not authorize any Party to act as an agent of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the Effective Date.

**REGIONAL TRANSPORTATION DISTRICT**

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
Paul J. Ballard  
Interim General Manager and CEO

By: \_\_\_\_\_  
Michael B. Hancock  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to legal form for the Regional  
Transportation District:

*Michele Frishman*

\_\_\_\_\_  
Michele K. Frishman  
Associate General Counsel

Approved as to legal form for City:

\_\_\_\_\_  
Jill L. Ferguson  
Associate Assistant City Attorney

DATE: 5/19/2020

DATE: \_\_\_\_\_