

RTD – Local Planning Agreement
RTD P.R. # [e.g., 631443]
RTD P.O. # [e.g., 142852]
Date of Award: [e.g. 5/25/18]

INTERGOVERNMENTAL AGREEMENT for
MINERAL STATION AREA PLAN FUNDING

by and between

REGIONAL TRANSPORTATION DISTRICT
1600 Blake Street
Denver, Colorado 80202

and

City of Littleton
2255 West Berry Avenue
Littleton, CO 80120

This Intergovernmental Agreement (**IGA**) is made between the Regional Transportation District (**RTD**), a political subdivision of the State of Colorado, and the City of Littleton (**City**) to provide RTD funding assistance for the City's Mineral Station Area Plan (**Plan**), each a "**Party**" and together, the "**Parties**".

RECITALS

WHEREAS:

1. The Parties previously negotiated an intergovernmental agreement entitled "Mineral and Littleton Downtown Station Area Plans City of Littleton" to be effective as of April 21, 2015 for the City to receive Federal Transit Administration (**FTA**) grant funds through RTD as awarded by the Denver Regional Council of Governments (**DRCOG**) Federal Fiscal Years 2014-2015 Station Area / Urban Center Studies Eligibility & Evaluation (**STAMP IGA**).
2. The STAMP IGA was for the development of two Station Area Plans by the City, one each for the Mineral and Littleton Downtown Light Rail Stations.
3. The STAMP IGA was executed by the City, but for reasons unknown, was not executed by RTD. The City performed the work for the Mineral Station Area Plan discussed in the STAMP IGA but not for the Downtown Station Area Plan.

4. The Parties seek to provide payment to the City for work it performed for the Mineral Station Area Plan, replacing the federally funded portion of the agreement with RTD's local funds.
5. RTD and the City therefore desire to enter into this IGA to terminate any rights and obligations in that funding agreement to allow RTD to reimburse the City for the eligible Plan work.

TERMS and CONDITIONS

NOW, THEREFORE, it is hereby agreed as follows:

6. RECITALS/EXHIBITS.

The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference.

7. TERMINATION OF STAMP IGA.

To the extent that any rights or obligations were created by the partially executed STAMP IGA, the Parties expressly terminate that agreement and acknowledge that it is of no further force or effect.

RTD shall work with the City, DRCOG and the FTA to deobligate the STAMP IGA grant funds awarded to the City through DRCOG.

8. PLAN.

- a. General. RTD shall reimburse the City for eligible work described in the scope of work for the Mineral Station Area Plan portions of the work detailed in the combined Scope of Work for both the Mineral and Littleton Downtown Station Area Plans attached hereto as **Exhibit A (Scope of Work)**. The funds to be provided under this IGA shall only be used by the City for Mineral Station Area Plan work as described in **Exhibit A**. No changes to the Scope shall be made without prior written agreement between the Parties with approval from DRCOG.

9. FUNDING.

- a. Funding Source. RTD funding for the development of the Plan shall be provided through RTD's local funds and a local match from the City. The City shall use the funds solely for eligible purposes defined under this IGA.
- b. Financial Capacity. The City agrees to provide the local match in an amount equal to or greater than twenty percent (20%) of the Plan cost. The City represents and warrants that it has the financial capacity to meet this obligation and has provided evidence of such capacity to RTD.
- c. Funding Amount. RTD will fund eligible costs for the development and implementation of the Plan. It is anticipated that the cost of the Plan is Ninety-Three Thousand Five Hundred Dollars

(\$93,750.00) (the “Plan Amount”). The Plan Amount represents the total amount of RTD funding provided under this IGA to partially fund the Plan of Seventy Five Thousand Dollars (\$75,000.00) and the local match amount of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) for which the City is responsible. The City is also responsible for providing all remaining funds above the Plan Amount necessary to fund the Plan.

- d. Notice to Proceed/Completion. The Parties acknowledge that the Plan work was previously completed by the City.
- e. Overruns. In no event shall RTD be responsible for reimbursement of funds for the Plan in any amount greater than eighty percent (80%) of the Plan Amount.
- f. Plan Funding Summary:

Funding Source	Amount
RTD Share (80%)	\$75,000.00
Local Match (20%)	\$18,750.00
Total	\$93,750.00

- g. Limited Funding. This is a one-time provision of RTD funds by RTD to the City and does not imply or obligate RTD to any future funding commitment.
- h. Administrative Fee. The Parties agree that RTD shall be entitled to a fee of \$0.00 to partially recover RTD’s costs of administering the funding and deobligating the FTA grants.

10. REPORTING/AUDITS.

- a. As of the Effective Date, the City shall submit to RTD invoices for Plan work with all supporting documentation requested by RTD for RTD’s review and approval.
- b. Audits. RTD or 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 contractors performing the work for the Plan for a period of three (3) years from the date of completion of the work on the Plan. The City Agrees that Plan closeout does not alter the reporting and record retention requirements of this Section.

11. INVOICING.

- a. Monthly Invoices. The City may submit invoices to RTD for verified, eligible costs and expenses consistent with the Scope of Work up to a maximum amount of the Plan Amount to be paid reimbursed for the 80% RTD funding. **The invoice shall be in a form approved by RTD and include the RTD purchase order number specifically assigned to this IGA.** Such invoices shall only be for verified, eligible expenses consistent with the Plan. Invoices shall include any contractor’s invoice and other available background information regarding the work being invoiced. RTD shall reimburse the City only for actual contractor work and other eligible expenses detailed in the Scope of Work. City agrees to attach to the invoice all

receipts and proofs of payments for expenditures and support all costs charged to the Plan, including any contractor 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

With a preliminary copy to: John.Hersey@rtd-Denver.com

- b. No Staff Time. The City represents that its internal staff time shall not be included any reimbursable expense as part of the Plan.
 - c. Payment by RTD. RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD disputes any invoice or portion thereof, 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 liable for any financial contribution to the Plan funded pursuant to this IGA other than as set forth herein, unless previously authorized in writing. RTD shall not be responsible for paying contractor bills directly. In the event any amount paid by RTD under this IGA is later determined to be ineligible for funding by RTD, the City shall reimburse RTD the full amount of those funds and any costs, interest or penalties associated with the same.
 - d. Expenditure of funds from the Plan shall be documented separately by the City and contractors to ensure dollars spent coincide with task deliverables assignable to each funding source as determined by an independent cost estimate.
 - e. Compliance by City any other Plan contractors with IGA requirements and other requested changes by RTD shall be a condition of receipt of funding from RTD for the Plan work. In order to be eligible for reimbursement for Plan work, City and its contractors must comply with IGA requirements.
12. **TERMINATION; SUSPENSION OF WORK**. This IGA may be terminated for any of the following reasons:
- a. Termination for Mutual Convenience. The Parties may terminate this IGA and terminate the development of the Plan if both Parties agree in writing that the continued development of the Plan would not produce beneficial results commensurate with the further expenditure of funds.

13. **PLAN RECOMMENDATIONS.** The Parties acknowledge this IGA is for the development of the Plan only. The Parties commit that they will make reasonable efforts to secure any requested approvals from their respective governing bodies to implement proposed infrastructure improvements within their capital improvements program resulting from the Plan findings; adopt appropriate zoning code, master plan and other regulatory changes; and incorporate Plan recommendations into local ordinances, regulations or requirements governing development of the Plan area. Nothing herein commits either governing body to grant such approvals, and nothing herein commits either party to fund any improvements identified in the Plan or any other adopted plans.
14. **Third Parties.** No person or entity not a Party to this IGA shall have rights hereunder.
15. **Conflicts.** No officer, member, or employee of RTD or City, no members of the respective governing bodies of RTD or City, and no other public officials or employees of RTD or 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 the proceeds thereof.
16. **Merger.** This IGA represents the entire agreement between the Parties and may be amended only in writing, signed by the Parties.
17. **Disputes.** Disputes shall initially be resolved by the Party Liaisons defined as RTD's Assistant General Manager for Planning and Development and City's Community Development Director. If the Party Liaisons are unable to resolve the dispute, they shall escalate to RTD's General Manager and the City's City Manager to resolve the dispute.
18. **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
Manager of Transit Oriented Communities
Regional Transportation District
1560 Broadway, Suite 700
Denver, Colorado 80202

For City:

City Manager
City of Littleton
2255 W. Berry Avenue
Littleton, Colorado 80120

With Copy to:

City Attorney
City of Littleton
2255 W. Berry Avenue
Littleton, Colorado 80120

19. **Term.** This IGA shall become effective upon the date of execution by both Parties (**Effective Date**) and will terminate one year thereafter, unless sooner terminated as provided in Section 12 or extended in writing by both Parties. Certain provisions shall logically survive termination of this IGA.

20. Successors and Assignment. The terms of the IGA shall be binding on the successors and assigns of each of the Parties. The City shall not assign this IGA, or any part thereof, without the prior written consent of RTD, and any assignment without such consent shall be void and unenforceable.
21. 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.
22. 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.
23. 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 hereby disavowed. This IGA does not authorize either Party hereto to act as an agent of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA on the day of _____, 2018.

REGIONAL TRANSPORTATION DISTRICT

CITY of LITTLETON

By: _____
David A. Genova
General Manager and CEO

By: _____
Debbie Brinkman
Mayor

DATE: _____

DATE: _____

Attest:

By: _____
Wendy Heffner
City Clerk

Approved as to legal form for the Regional
Transportation District:

Approved as to legal form for City:

Dana E. Steele, Associate General Counsel

Lena McClelland
Assistant City Attorney

Exhibit A – Scope of Work

PROJECT OVERVIEW

The City of Littleton, Colorado, is seeking professional services from a planning, urban design, economic, transportation, environmental, and public outreach consultant team experienced in station area planning to assist city staff in the preparation of the Mineral Light Rail Station Area.

See Attachment A – MAP OF THE MINERAL STATION STUDY AREA

Mineral Station serves the Southwest Light Rail Corridor, which opened in 2000. With fifteen years of experience with light rail, the timing and conditions are now right for undertaking more detailed, aggressive, and creative plans for both station areas. With the growth in ridership that has accompanied regional expansion of the transit system and with changing local and regional conditions, the city is primed to update and expand upon its plans and implementation tools. In preparation for this planning program, the city recently completed a new Citywide Plan (2014). The Citywide Plan calls for focusing new development in Activity Areas and Activity Corridors. Mineral Station is identified as an Activity Area and both South Santa Fe Drive and Littleton Boulevard are identified as Activity Corridors - locations where additional new development or redevelopment is desired and where activity will have the most transformative impact on achieving the city's vision.

Littleton is a small, virtually landlocked, city. These two areas are critically important to the city and its future. The Mineral study area contains the largest development sites remaining in the city. Downtown, the river, and South Platte Park are the most essential elements of the city's identity. The quality and nature of the development and redevelopment that occurs in both station areas will significantly impact the fiscal health and sustainability of the city and will greatly affect the city's sense of community, its livability, and its public image.

The initial study areas has been determined by existing patterns of land use, land form,

transportation, and ownership. Although the study area is large, the plan will focus on the areas closest to the light rail station. The city anticipates more detailed analyses and recommendations will be developed for these focus areas and less detailed analysis and recommendations for the areas farther from the station. The city is open to discussion and possible revision of the configuration and scale of the study area, with the goal of providing the most innovative, responsive, and effective plans within budget and the allotted time frame.

The Mineral Light Rail Station is on the northeast corner of the intersection of South Santa Fe Drive (US 85) and West Mineral Avenue and is connected to its parking and other uses to the west by an enclosed pedestrian bridge. Because the freight and light rail tracks combine with the topography and South Santa Fe Drive to create a formidable barrier, the study area is generally defined as everything west of South Santa Fe Drive to South Platte Park, extending approximately a mile north and south from the north end of Aspen Grove shopping center and the Berkshire Aspen Grove apartments to the south edge of the Ensor and the Littleton Equine Medical Center properties. Mineral Avenue bisects the study area, with approximately 1/3 of the study area north of Mineral and 2/3 south. There are few primary stakeholders either within or on three of four sides immediately adjacent to the Mineral Station study area. Within the 230-acre study area, there are only seven properties. Immediately adjacent to the study area on the east, west, and south, only three owners control the properties. In contrast, however, adjacent to the study area on the north, hundreds of individuals own single family houses, townhouses, and apartments in the Wolhurst Landing subdivision.

To prepare for more detailed plans for the Mineral Station Area, the city and RTD joined with Urban Land Institute Colorado to sponsor both a 2006 Advisory Services Panel and a 2014 Technical Advisory Panel for the Mineral Station Area. Key recommendations from each include creating a development and design framework plan, actively setting policies for and promoting sustainable development practices, and creating an implementation phasing strategy.

PROJECT STRUCTURE

Using funds provided by the city and awarded through the FY 2012-2017 Transportation Improvement Program (TIP), the city, the Regional Transportation District (RTD) , and the Denver Regional Council of Governments (DRCOG) are jointly sponsoring this planning effort.

The selected consultant team will work with city staff, the Planning Board, and citizens. The use of innovative and effective methods of public outreach and public participation will be an important element of the public participation process proposed by the consultant team.

PROJECT GOALS AND OBJECTIVES

For the Mineral Light Rail Station Area, working with staff, the consultant will define:

- 1) The short-term, projected, and potential long-term markets for the study area;
- 2) Strategies for establishing a sustainable long-term market;
- 3) The role of the study area in the city and the region;
- 4) The desired character of the study area and of any sub-areas;
- 5) Sustainable development practices specific to the study area;
- 6) A circulation and parking plan and program that enhances connections and gives priority to pedestrians;
- 7) A design framework that provides a physical interpretation of the plan and indicates general locations of land uses, height, massing, circulation elements, and other design characteristics; and
- 8) An implementation program that establishes the “next steps”; i.e. the timeline, financing, and responsibilities for the life of the development.

DELIVERABLES AND TASKS

The consultant team will produce two station area plans, one for each study area. The Mineral Station Area Plan will include:

- 1) A market analysis;
- 2) A land use plan that builds on the market analysis to define the role of the station area and identify preferred uses;
- 3) An urban design framework that defines the desired character of the study area;
- 4) Policies that define sustainable development practices for the station area;

- 5) A circulation plan and program that give priority to pedestrians and result in inviting pedestrian and bicycle connections within and across the study area; and
- 6) An implementation program that establishes the “next steps”; i.e. the timeline, financing, and responsibilities for the life of the development.
- 7) An implementation program that establishes the “next steps”; i.e. the timeline, financing, and responsibilities for the life of the development.

Each competing consultant team will propose an innovative, inclusive, and comprehensive planning process that will result in two creative, exciting, implementable, and ultimately successful plans. The tasks outlined in the planning process should include all public, team, and stakeholder meetings.

BUDGET AND COMPLETION SCHEDULE

An amount not to exceed \$93,750 has been budgeted for the Mineral Station Area study.

The fMineral Station Area Study is expected to be completed within twelve months of the contract award.

ATTACHMENT A – MINERAL STATION PROJECT AREA MAP

