INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASPEN AND THE ROARING FORK TRANSPORTATION AUTHORITY FOR OPERATION OF THE RUBEY PARK TRANSIT CENTER

This Agreement dated this ___ day of _____ 2016, between the Roaring Fork Transportation Authority ("RFTA"), a political subdivision of the State of Colorado, and the City of Aspen, Colorado, a home-rule city ("City" or "Aspen"), concerns and specifies the following:

RECITALS:

1. RFTA and City desire to enter into this Intergovernmental Agreement for the continued operation and use of the Rubey Park Transit Center located at 450 East Durant Street, City of Aspen. (Hereinafter "Rubey Park" or the "Project").

In consideration of the mutual promises herein contained, the parties agree as follows:

I. DESCRIPTION OF PREMISES

City hereby grants to RFTA the non-exclusive right to use Rubey Park, as depicted in exhibit A attached hereto, to provide transit services to the RFTA service area.

II. TERM

The term of this agreement shall be for a period commencing upon the execution of this agreement by both parties, through December 31st of 2016. Thereafter, this Agreement shall renew automatically on an annual basis for successive one (1) year terms, commencing as of January 1 immediately following the date this Agreement is executed, and shall continue in full force and effect unless otherwise terminated as provided herein. This Agreement shall also be reviewed by City and RFTA staff a minimum of every five years and updated as mutually agreed.

III. INTENT

The intent of this Agreement is to define the terms and conditions under which City and RFTA will jointly manage and operate Rubey Park. The general premise of this Agreement is that the City, a constituent member of RFTA, is the owner of Rubey Park, and RFTA, a regional transportation authority, will operate transit services from Rubey Park. Both parties acknowledge that the other has a vested interest in the maintenance and operation of Rubey Park and agree to cooperate and manage Rubey Park. City shall manage and maintain all of the systems of Rubey Park in a state of good repair so that they are safe and operate as designed for the purpose of allowing RFTA to operate its transit services.

IV. GENERAL PROVISIONS

a. RFTA shall use Rubey Park for the purpose of operating transit-related activities such as bus staging, bus loading/unloading, ticket sales, customer service, transit related special events, employee services and administration.

b. As the owner of Rubey Park, City shall handle and process any insurance claims related to the physical improvements of the property. RFTA shall process any insurance claims related to the use or involvement of a RFTA bus, RFTA vehicle or RFTA employee. Claims related to the general public use of Rubey Park shall be jointly handled by the City and RFTA to the extent of their interests and potential liability.

c. RFTA and City shall each handle any workman's compensation claims that occur at Rubey Park brought by their respective employees.

d. RFTA and City shall comply with all laws, ordinances, rules and regulations that may pertain or apply to Rubey Park and its use. In performing their obligations hereunder, neither party shall discriminate against any worker, employee or job applicant, or any member of the public, because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, affectional or sexual orientation, family responsibility or political affiliation, nor otherwise commit an unfair employment practice.

e. RFTA shall inform City's Director of Transportation and the Transportation Manager of significant incidents occurring at the facility, including criminal activity, vehicular accidents, pedestrian accidents, property damage and theft within seventy two (72) hours of each such occurrence. Minor incidents involving RFTA vehicles that do not cause any property damage and do not involve a pedestrian or any other vehicle do not need to be reported. RFTA will not be required to report to City workman's compensation claims that occur at Rubey Park and are filed by RFTA employees.

f. RFTA will manage and maintain the Rubey Park security system, including the security camera system and the card key door security system. RFTA will provide designated City staff with card key access to the appropriate areas of the facility as determined by City and RFTA.

g. RFTA will oversee the commissioning, testing and warranty of the mechanical systems and maintain control of access to the mechanical rooms during the first year of operations. At the end of the warranty period RFTA will provide access to the appropriate City personnel and turn over operation of the mechanical systems to the City.

h. Due to the inherent reliability issues associated with any IT system, RFTA cannot guarantee that the video security system will function 100% of the time. RFTA will keep security camera footage for a minimum of 14 days and make the footage available to City upon City's request. A City representative and the Director of the RFTA IT department shall work together to develop a mutually acceptable system of sharing security video from the camera system at Rubey park.

i. City and RFTA each reserve the right to use portions of Rubey Park for alternative transportation programs as well as other temporary functions such as command posts for special events or incident command. This use will be performed in a manner so as to not impact RFTA's transit operations or bus parking.

j. City and RFTA acknowledge that space at Rubey Park is limited and will work to keep within their respective storage areas organized, clean and free of clutter. Long-term equipment storage will not occur outside of the buildings.

k. All property of City and/or RFTA kept or stored at the facility shall be at the sole risk of the party storing the property.

l. Vending machines, lockers or similar items not in place at the commencement of this Agreement shall not be placed at Rubey Park without the express approval of City.

m. No improvements shall be constructed, signs erected, accessories added or modifications otherwise made unless approved in writing by City. Additionally, no alterations/removals shall be made to the design of the facility without express consent in writing from the City.

n. In the spirit of cooperation, RFTA and the City of Aspen shall collaborate to provide security services on site to protect both the facilities and the customers.

V. TRANSIT OPERATIONS AND CUSTOMER SERVICE

a. Designation of transit loading/staging locations for individual City routes or services will be determined by mutual written agreement. Once determined, this plan shall not be substantially amended without further written agreement. City agrees to make every effort to ensure that the approval of changes is handled in a timely manner. RFTA, at its discretion, may move the loading and staging location of non-city routes and rearrange the loading and staging of buses and associated bus berth signage to meet RFTA's needs.

b. All parking of RFTA vehicles or associated vehicles shall occur in designated parking or vehicle circulation areas. RFTA vehicles shall not be parked on sidewalks or landscaped areas. RFTA service vehicles shall be issued service parking permits from City.

c. RFTA will staff the Customer Service Office with a minimum of one Clerk during hours of transit operation or as mutually agreed upon by City and RFTA staff. This position will be located in the Customer Service Office.

VI. MAINTENANCE AND ROUTINE REPAIRS

It is the intent of this section to provide a framework for the respective obligations of City and RFTA for the repair and maintenance of the Rubey Park. Neither RFTA nor City shall invoice the other for their respective staff time to manage or maintain Rubey Park or for activities such as project management time associated with capital projects and repairs. The City shall be responsible for the maintenance of all City infrastructure improvements such as roadway, signage, utility and storm water. City acknowledges that certain design decisions were made during the design process such as the addition of solar panels, green roof, and storm water treatments that the City shall be financially responsible for maintaining. The obligations of RFTA and City shall be as follows:

a. City of Aspen Obligations:

i. Act as owner of the facility and manage and maintain all of Rubey Park's components and systems and ensure that these systems are maintained and perform as they were designed and operate within their design parameters, except those specifically assigned to RFTA.

ii. Insure all required preventive maintenance is performed; all annual required inspections of the facilities system occur and maintain the required documentation.

iii. Provide RFTA with a written policy and procedure manual to follow that addresses the procedures for handling routine maintenance at the facility as well as issues and emergencies that occur after hours, during holidays and weekends.

iv. Invoice RFTA for its share of the shared maintenance expenses. The City and the RFTA finance departments shall develop a mutually acceptable invoicing and payment system that meets each of their respective accounting requirements and clearly shows what expenses were incurred, total cost, RFTA's share and the appropriate back up documentation to justify the expense.

b. RFTA Obligations:

i. Act as the operator and manager of the Rubey Park IT system, door security, ticket vending machine and video security systems and all other video screens, radios, computers, telephones and other equipment directly related to RFTA operating its bus service and ensure that these systems are maintained and perform as they were designed and operate within their design parameters. RFTA shall be wholly responsible for all costs associated with these systems and equipment.

ii. "Paint to paint" routine and preventive maintenance of the RFTA administrative area, clerk's office and the customer waiting area.

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Chart of Financial Responsibilities and Obligations:

The following Chart 1 depicts the obligations and expenses of each party and the ` expenses shared by City and RFTA.

Chart 1

Rubey Park Expenses	City of Aspen	RFTA	Shared Expense 50/50 split
	A	B	C
City infrastructure improvements	X		
Electrical expense			X
Green roof repairs and maintenance including plant materials and roof system	X		
Hauling and disposal of snow stacked by RFTA	X		
IT, phone and internet service for the facility		X	
Janitorial service for the customer service area, clerks office and RFTA administrative offices.		X	
Landscaping on the platform	X		
Natural gas expense			X
Pedestrian and street lighting	X		
Pest control			X
Platform and bus birth signage and all other outdoor signage, newspaper racks and public information boards	X		
Platform and site furniture cleaning, repairs and maintenance	X		
Public bathroom janitorial service, repairs and maintenance			X
Security expenses for transit operations as determined by RFTA		X	
Security for special events	X		
Security for the Rubey Park facility			X
Security systems-cameras and door card key system repair and maintenance		X	
Silva cells and associated issues	X		
Snow removal by hand or any ice removal required on the platform or the building.			X
Snow removal as defined in exhibit A		X	
Solar PV system operation and maintenance	X		
Storm water system from inlets to the rain garden.	X		
Testing, inspecting, preventive maintenance and repairs and maintenance of all the facility systems except those noted in Columns "A" & "B"			X
Ticket vending machine repair and maintenance		X	
Trash service at Rubey Park for the clerks office, indoor public waiting area and RFTA admin offices.		X	
Water and sewer expense			X
Window washing			X

VII. CAPITAL REPLACEMENT/MAJOR REPAIRS

No improvements shall be constructed, signs erected, accessories added or modifications otherwise made unless approved in writing by City. All alterations, additions and improvements made on the Rubey Park premises shall be the property of City unless otherwise agreed in writing by City.

RFTA and City will plan and budget for capital replacement and major repairs not associated with City's infrastructure or the building system in Chart 1 Column B via each party's long-range budgeting process. RFTA and City shall create a capital replacement/repair schedule and shall budget appropriately. The expense for all capital repair and replacement projects shall be split between RFTA and the City on a 50%-50% basis subject to available resources, annual appropriations, and mutual agreement. The respective staffs shall work in a cooperative manner to insure the long term maintenance needs of the facility are met.

IX. SNOW REMOVAL

RFTA shall be responsible for plowing and stacking the snow in the areas defined in Exhibit A and have the facility ready for operation by 5 am each day. City shall be responsible for hauling and disposing of the snow from the designated snow stack areas off site as quickly as possible after a snow event. The City and RFTA acknowledge the critical nature of the Rubey park facility to the valleys transportation system and agree to work cooperatively to keep the facility and surrounding streets clear and the facility operational during snow events.

X. PUBLIC INFORMATION

Designated public information areas shall be used for the posting of information rather than doors and windows. Signage will be constructed to ensure cohesive, high quality design. RFTA shall not post signs on the interior or exterior of the building, nor shall RFTA allow the posting of materials by the public outside of the designated areas known as the Community Board. City reserves the right to post information related to City issues outside of those related to transit operations.

City and RFTA agree to following areas of responsibility regarding public information:

City:

1. Maintenance/repair/use of newspaper racks.
2. Management of the public information boards
3. Installation/maintenance/repair of parking, traffic control, bus staging and berthing sign poles and directional signage.
4. Installation of interior/exterior regulatory signage in accordance with City regulations.
5. Current posting of information related to City services in the designated locations.
6. City shall manage and maintain the community bulletin board

RFTA:

1. Staffing of customer service clerks in the Customer Service Office during operating hours.
2. Installation and maintenance of pay phone if necessary. The posting of current of route designation signage and schedules.
3. Maintenance, repair and proper/current information on electronic display boards.
4. Stocking of schedules and brochures in the interior brochure racks.

XI. CONFLICT RESOLUTION

Disputes, if any arising under this Agreement shall be considered in the context of each party's stated missions and will be resolved by discussion among the staffs of the parties at elevating levels as follows:

- Staff
- Supervisor
- Department Directors
- City Manager and Chief Executive Officer
- Legal Counsel

Conflicts that cannot be resolved at a staff level should be elevated to Aspen City Council and the RFTA Board of Directors. Notwithstanding the foregoing, each party reserves the right to pursue available legal remedies.

XII. AMENDING AND MODIFICATIONS TO THIS AGREEMENT

The City of Aspen Transportation Director and the RFTA Facilities Director shall have the authority to interpret this Agreement to their mutual satisfaction and make changes and modifications to this Agreement by amendment as necessary to resolve or clarify administrative and operational issues that arise during the course of operating and maintaining Rubey Park. No such amendment to this Agreement shall take effect unless and until approved and counter-signed by both the City Manager and RFTA CEO. The Aspen City Manager and the RFTA CEO will have the authority to determine if any proposed amendment constitutes a material change that should be directed to their respective boards for concurrence.

XIII. INDEMNIFICATION AND LIABILITY INSURANCE

To the extent permitted by law, RFTA and the City shall each defend, indemnify, and hold the other harmless from any and all claims, suits, costs and liability occasioned by the acts or neglects of RFTA, City or their agents, employees, or invitees. In this regard, RFTA and the City shall each procure, at their own expense, public liability coverage for the benefit of RFTA and City (each naming the other as co-insured) with limits of not less than those specified by Section 24-10-114, C.R.S., as may be amended. RFTA and the City shall maintain such coverage in full force and effect during the term of this Agreement and shall furnish each other with a copy of such insurance policy or a certificate evidencing such coverage prior to, and as a condition of, the use of the property in accordance with the terms of this Agreement. All insurance policies maintained pursuant to this paragraph shall contain an endorsement substantially as follows:

"It is hereby understood and agreed that this insurance policy may not be cancelled by the surety nor the intention not to renew be stated by surety until thirty (30) days after receipt by the City or RFTA, by registered mail, of a written notice of such intention to cancel or not to renew.

The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Finance Department and are available for inspection during normal business hours.

Further, the parties hereto understand and agree that City and RFTA are relying on, and do not waive or intend to waive by any provision of this contract, the monetary limitations (presently $350,000.00 per person and $990,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City and RFTA, its officers, or its employees.

XIV. TERMINATION AND AUTOMATIC RENEWAL
This Agreement may be terminated by either party upon one (1) year written notice of termination.

XV. NO ASSIGNMENT
Neither party may assign this Agreement nor any rights granted pursuant to this Agreement, or sublease any portion of the property without the prior written consent of the other party.

XVI. NOTICE
All notices required pursuant to this Agreement shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to either party, at the address below or to such other address as either party may so notify the other of in writing:

CITY:	RFTA:
City Manager and Director of Transportation 130 South Galena Street Aspen, Colorado 81611	Chief Executive Officer 51 Service Center Drive Aspen, Colorado 81611

XVII. BINDING EFFECT
This Agreement shall be binding upon and shall insure to the benefit of City and RFTA and their respective successors and assigns.

XVIII. GOVERNING LAW
This Agreement shall be enforced and interpreted in accordance with the laws of the State of Colorado. Any action brought to enforce or interpret this lease shall be brought in the District Court in and for Pitkin County, Colorado. In the event of litigation between the parties concerning this Agreement or matters arising therefrom, the prevailing party shall be awarded its costs and reasonable attorney's fees.

XIV. MISCELLANEOUS PROVISIONS
1. This Agreement contains the entire understanding of the parties hereto and may be modified only by written agreement executed by each of the parties.

2. If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

3. There shall be no third-party beneficiaries to this Agreement.

Signed this _____ day of _____, 2016.

ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Chief Executive Officer

ATTEST: _____

CITY OF ASPEN

By: _____
City Manager

ATTEST: _____

EXHIBITS

"A" area of operations and snowplowing

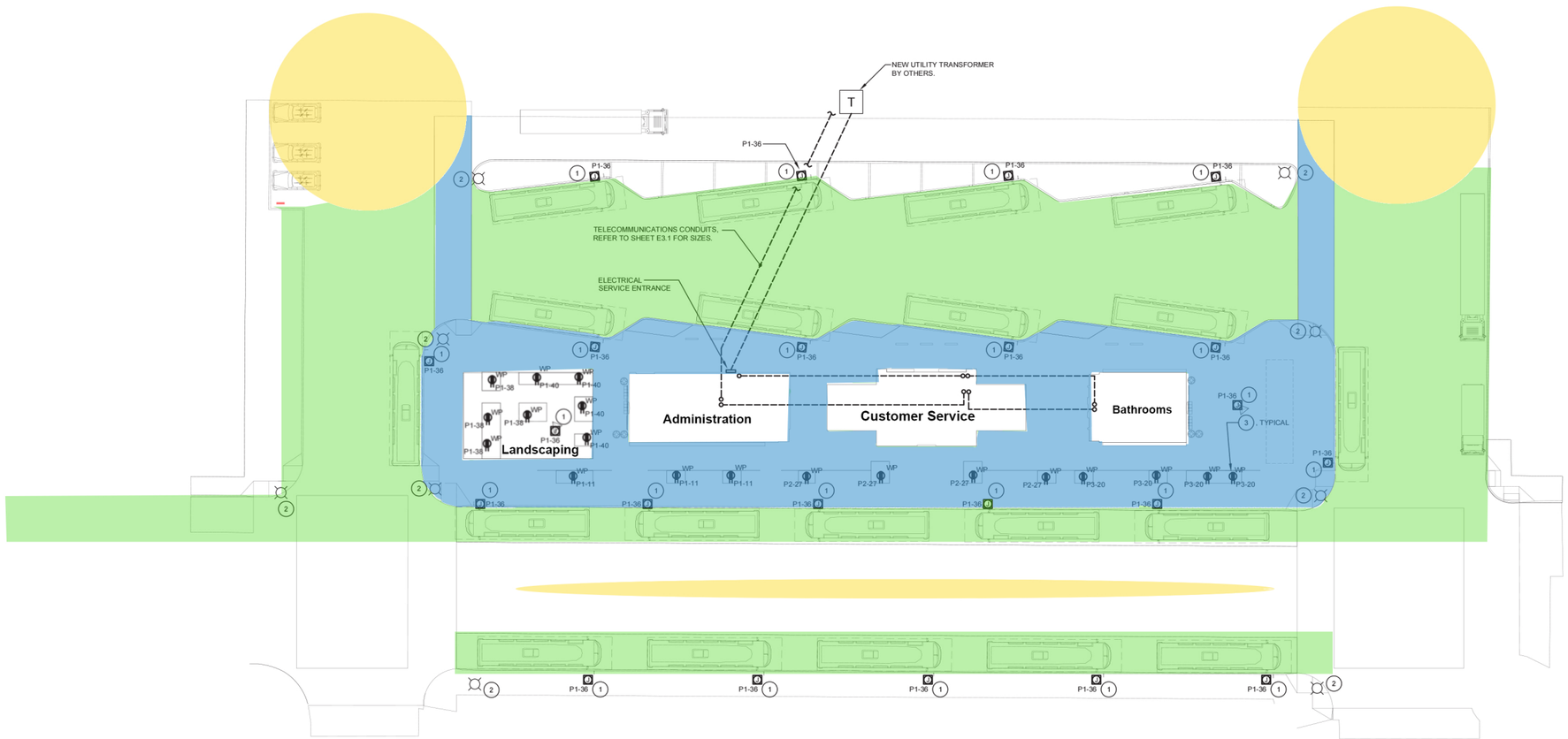
Exhibit A Snowplowing and Operational Area

NOTES:

1. REFER TO ELECTRICAL ONE-LINE DIAGRAM AND TELECOM PATHWAYS & SPACES RISER DIAGRAM FOR CONDUIT SIZES BETWEEN BUILDINGS.

FLAG NOTES:

1. PROVIDE LED STRIP LIGHTING ON SIGNAGE REFER TO LANDSCAPE DETAILS FOR MOUNTING AND LENGTHS OF LIGHITNG. PROVIDE ENVIRONMENTAL LIGHTS PRODUCT NO. VWRF390-SHEATH-WATERPROOF-REEL, WARM WHITE (2700k) AT 538 LUMENS/METER 1.9 WATTS/FT. CONTROL WITH EXTERIOR LIGHTING CONTROL SYSTEM.
2. EXISTING STREET LIGHTING FIXTURES TO BE REMOVED AND REINSTALLED.
3. GFCI RECEPTACLE WITH WEATHERPROOF IN-USE COVER MOUNTED IN PLANTER, INDEPENDENT OF THE CONDUIT, FOR HOLIDAY TREE LIGHTING.



SITE ELECTRICAL PLAN

SCALE: 1" = 20'

Snow Melt

Snow Removal Stacks

Operational Area

BEAUDIN GANZE
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Project No: 9474.00

THE CITY OF ASPEN

RFTA ROARING FORK TRANSPORTATION AUTHORITY

RLB | Rider Levett Bucknall

FEHR & PEERS

KL&A, Inc. Structural Engineers and Builders

BEAUDIN GANZE consulting engineers, inc.

bluegreen www.bluegreenaspen.com

STUDIO 8 architecture - interiors

PROJECT: RUBEY PARK TRANSIT CENTER
ASPEN, COLORADO

DRAWING TITLE: ELECTRICAL SITE PLAN

COLORADO LICENSED PROFESSIONAL ENGINEER 32215 12-15-14

ISSUED FOR: BID SET

DESIGNED BY: MAS
DRAWN BY: MAS
REVIEWED BY: MAS
DATE: 12/15/14
DRAWING NUMBER:

E2.0

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