



**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR PIKES PEAK RURAL TRANSPORTATION AUTHORITY FUNDED
CAPITAL PROJECTS, MAINTENANCE PROGRAMS
AND CITY SPONSORED TRANSIT ACTIVITIES**

This Intergovernmental Agreement, dated for reference the 1st day of January 2005, and amended and restated July 12, 2006, is made by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city (the "City"), and the Pikes Peak Rural Transportation Authority, a political subdivision of the state of Colorado (the "PPRTA") (alternatively the "Party" or "Parties"). The Parties Agree as follows:

SECTION 1 - AUTHORITY:

This Intergovernmental Agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 C.R.S.; the Rural Transportation Authority Law, and the Intergovernmental Agreement among El Paso County, Colorado, the City of Colorado Springs, the City of Manitou Springs, and the Town of Green Mountain Falls for creation of the Pikes Peak Rural Transportation Authority (the "Establishing IGA").

SECTION 2 - PURPOSE:

The purpose of this Intergovernmental Agreement (the "IGA") is to provide PPRTA and the City with a mechanism for the expenditure by the PPRTA of PPRTA funds for PPRTA funded capital projects, PPRTA funded maintenance programs within the boundaries of the City and PPRTA funded City sponsored transit activities within the boundaries of the PPRTA, in accord with the Establishing IGA.

SECTION 3 - INTERGOVERNMENTAL AGREEMENT TERM:

The term of this IGA shall be deemed by the Parties to have commenced at 1:00 a.m. on the 1st day of January, 2005 and shall automatically renew at 1:00 a.m. each January 1 thereafter, unless sooner terminated per the provisions of this IGA or by written agreement of the governing bodies of the Parties.

SECTION 4 - EXPENDITURES:

The expenditures and fees of each Party are deemed to be the expenditures of that Party. The Parties to this IGA agree that the purpose of this IGA is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities that could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, that any funds contributed, paid, or otherwise provided by any Party to this IGA to another Party to this IGA are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

SECTION 5 - CAPITAL PROJECTS, MAINTENANCE PROGRAMS AND CITY SPONSORED TRANSIT ACTIVITIES

5.1. Capital Projects.

5.1.A. Annual Designation of Capital Projects and Appropriation of Funds: Prior to March 15, 2005 for the calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit to the PPRTA Board of Directors (the "Board") for approval a proposed annual budget for capital projects sponsored by the City from the capital project list in the RTA Roadway Capital Project List – Revised 12/10/04. In connection with submittal of the proposed annual capital project budget, the Board may request additional information on a capital project or projects. Subsequent to Board approval, an approved annual budget and or an approved capital budget may be adjusted by the Board if so requested by the City. The Board, after consultation with the City and other PPRTA members, shall determine the order of all PPRTA capital projects and shall appropriate and budget such funds as the Board has determined necessary for the performance of the capital projects, in accord with the Establishing IGA for the performance of capital projects, and shall record the budget for each capital project in a separate capital project designation within PPRTA's financial accounting system. Each PPRTA approved annual budget shall become a part of this IGA as an attachment. On or before approval of the capital project construction contract for individual capital projects, the City shall submit to the Board for approval the design description for that particular capital project.

5.1.B. Costs: The Parties agree that all costs of capital projects undertaken by the PPRTA and the City authorized under this IGA and pursuant to Section 5.1 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any capital project may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City capital projects and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the

responsibility of the party lawfully held responsible for them. To the extent that any or all of the PPRTA, the City, and or the other entities in the Establishing IGA are lawfully held responsible for any such liability, the PPRTA Board may work together with the City and the other entities in the Establishing IGA to equitably allocate said liability against the City's and the other participants' capital projects, both current and future, or the Board may allocate such liability solely against the City, or in the case of a multijurisdiction capital project, against all liable jurisdictions. All funds expended for capital projects under this IGA pursuant to Section 5.1 of the Establishing IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City.

5.1.C. Capital Project Accounting: The PPRTA shall establish accounting records sufficient to track the City's capital projects as designated in Subsection 5.1.A. hereinabove. The master plan list of capital projects approved by the PPRTA electors to be performed pursuant to and in accord with the Establishing IGA is identified herein in Exhibit A, which is attached hereto and hereby made a part of this IGA.

5.1.D. Contracting And Payment:

5.1.D.1. The City shall act as the PPRTA's contracting agent to advertise and let all PPRTA funded capital project contracts within the City, which capital projects are identified on Exhibit A of this IGA and which contracts have been approved by the Board. Upon Board approval and PPRTA execution, the City shall execute all PPRTA funded capital project contracts. The City as contracting agent for the PPRTA and, in the instance of a joint project, also on the City's own behalf, shall administer the capital project contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA contracts for capital projects involving the capital projects identified on Exhibit A which are within the jurisdiction of, or on property controlled by the City shall be designed, advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All contracts shall be let in the name of the PPRTA and the City. All contracts and sureties shall be written in accord with the City's regulations and subject to approval by the Board and, as to form, by the City Attorney. All warranties and sureties shall name both the PPRTA and the City as co-beneficiaries. All contract invoices shall be processed pursuant to Section 5.1.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.1.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate capital project cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.1.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA, along with any and all warranties and sureties, shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the approved capital project costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.1.E. Joint Capital Projects: In the event a capital project is a joint project between the City and the PPRTA which involves the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Upon PPRTA approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.1.F. Contract Change Orders/Overruns. Nothing in this IGA shall be interpreted to mean that the City has actual or implied authority to authorize an increase in a capital project budget or contract such that the amount of the PPRTA budget obligation shall be increased or the PPRTA amount due under the contract shall exceed the approved contract price. Any change in a capital project contract price shall be subject to prior approval by the Board, excepting change orders for a capital project contract price that individually or in the aggregate with all other change orders for that capital project contract do not exceed 15% or \$100,000, whichever is less (or unless otherwise approved by the Board on an individual contract basis), so long as the capital project contract as changed remains within the scope (the City's capital project contract plans, specifications and estimates documents, hereinafter the "Scope") of the capital project contract and the annual PPRTA approved budget for that capital project. All changes, including but not limited to additions and/or deletions, which are not insignificant to the Scope, design and/or requirements of a capital project contract shall be subject to prior Board approval. The City shall inform the Board of changes not subject to prior Board approval by advisement thereof at the Board meeting next following each change. To the extent a capital project contract change order or overrun could or shall cause the contract price to exceed the annual PPRTA approved budget for that capital project, the amount in excess

shall be the responsibility of and funded solely by the City from non-PPRTA funds or from another PPRTA capital project for the City in which the City obtained a cost savings. The aforementioned procedure may be waived by the Board in extraordinary circumstances.

5.2. Maintenance Programs.

5.2.A. Annual Designation of Maintenance Programs and Appropriation of Funds: Prior to March 15, 2005 for calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit to the Board for approval a proposed annual budget for maintenance programs sponsored by the City to be funded by the PPRTA within the City. The Board, after consultation with the City, shall appropriate and budget such funds as the Board has determined as necessary and in accord with the Establishing IGA for the purpose of paying the costs of the maintenance programs and shall record the budget for each maintenance program in a separate maintenance program designation within PPRTA's financial accounting system. Each annual description and PPRTA approved annual budget shall become a part of this IGA as an attachment.

5.2.B. Costs: The Parties agree that all costs of maintenance programs undertaken by the PPRTA and the City authorized under this IGA and pursuant to Section 5.2 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any maintenance programs may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City maintenance programs and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the responsibility of the party lawfully held responsible for them, and the Board may elect to allocate such costs against the maintenance programs funds. All funds expended for maintenance programs under this IGA pursuant to Section 5.2 of the Establishing IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City.

5.2.C. Maintenance Program Accounting: The PPRTA shall establish accounting records sufficient to track the City's maintenance programs as designated in Subsection 5.2.A. hereinabove.

5.2.D. Contracting And Payment:

5.2.D.1. The City shall act as the PPRTA's contracting agent to advertise and let all PPRTA funded maintenance program contracts within the City, which contracts have been approved by the Board. Upon Board approval and PPRTA execution, the City shall execute all PPRTA funded maintenance program

contracts. The City as contracting agent for the PPRTA and, in the instance of a joint program, also on the City's own behalf, shall administer the maintenance program contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA contracts for maintenance programs that are within the jurisdiction of, or on property controlled by, the City shall be designed, advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All contracts shall be let in the name of the PPRTA and the City. All contracts and sureties shall be written in accord with the City's regulations and approved by the Board and, as to form, by the City Attorney. All warranties and sureties shall name both the PPRTA and the City as co-beneficiaries. All contract invoices shall be processed pursuant to Section 5.2.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.2.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate maintenance project cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.2.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA, along with any and all warranties and sureties, shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the maintenance program costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.2.E. Joint Maintenance Programs: In the event a maintenance program is a joint program between the City and the PPRTA which involves the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Subsequent to PPRTA

approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.2.F. Contract Overruns. For contracts funded in part by the PPRTA, the PPRTA shall not be responsible for any contract overrun which exceeds in the aggregate the amount of funding available to the City under Section 5.2 of the Establishing IGA.

5.3 City Sponsored Transit Activities:

5.3.A. Annual Designation of PPRTA Funded City Sponsored Transit Activities and Appropriation of Funds: The City shall provide PPRTA funded City sponsored transit activities in accord with the Establishing IGA. Prior to March 15, 2005 for calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit a proposed PPRTA funded City sponsored transit activities annual budget to the Board for approval, which right of approval shall be subject to state and federal requirements. The City proposed annual budget shall include a proposed list and description of all PPRTA funded City sponsored transit activities. The City will provide to the Board a list and description of each contract for provision of PPRTA funded City sponsored transit activities. The Board, after consultation with the City, shall appropriate and budget such funds as the Board has determined necessary and in accord with the Establishing IGA for the purpose of paying the costs of the City sponsored transit activities set out in the PPRTA approved budget. Each annual description and PPRTA approved budget shall become a part of this IGA as an attachment.

5.3.B. Costs: The Parties agree that all costs of implementing the PPRTA funded City sponsored transit activities authorized under this IGA and pursuant to Section 5.3 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any City sponsored transit activities may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City sponsored transit activities and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the responsibility of the party lawfully held responsible for them and the Board may elect to allocate such costs against the City sponsored transit activities funds. No reduction in PPRTA funded City sponsored transit activities services will occur without agreement of the Board. All funds expended for City sponsored transit activities under Section 5.3 of this IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City. The Parties acknowledge and agree that the City is the sole regional grantee and recipient of Federal Transit Administration ("FTA") funds, and the PPRTA agrees that the PPRTA shall not make any application for, and shall not be a

grantee, sub-recipient, or recipient, of FTA funds or of any other federal or state grants for transit activities.

5.3.C. City Sponsored Transit Activities Accounting: The PPRTA shall establish accounting records sufficient to track the PPRTA funded City sponsored transit activities as designated in Subsection 5.3.A. hereinabove.

5.3.D. Contracting And Payment:

5.3.D.1. For City sponsored transit activities identified pursuant to Subsection A hereinabove, the City shall advertise, let and execute all PPRTA funded City sponsored transit activities contracts. The City shall administer the PPRTA funded City sponsored transit activities contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA funded City sponsored transit activities contracts involving the City sponsored transit activities identified pursuant to Subsection 5.3.A hereinabove shall be advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All City sponsored transit activities contracts involving the City sponsored transit activities identified pursuant to Subsection 5.3.A. hereinabove contracts shall be let in the name of the City. The PPRTA shall not be a party to the City sponsored transit activities contracts. All contracts and sureties shall be written in accord with the City's regulations and approved as to form by the City Attorney. All contract invoices shall be processed pursuant to Section 5.3.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.3.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate City sponsored transit activities cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.3.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA along with any and all warranties and sureties shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the PPRTA funded City

sponsored transit activities costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.3.E. Joint City Sponsored Transit Activities Programs: In the event PPRTA funded City sponsored transit activities are joint activities between the City and the PPRTA which involve the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Subsequent to PPRTA approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.3.F. Contract Overruns. For contracts funded in part by the PPRTA, the PPRTA shall not be responsible for any contract overrun which exceeds in the aggregate the amount of funding available to the City under Section 5.3 of the Establishing IGA. Provided, however, no reduction in PPRTA funded City sponsored transit activities services will occur without agreement of the Board.

5.3.G Fares and Revenue from Transit Services: The City shall identify and allocate the fare box revenues and other transit revenues applicable to the PPRTA funded City sponsored transit activities and shall pay to the PPRTA quarterly those funds. It is agreed between the Parties that all funds determined to be PPRTA revenues are revenue and income of the PPRTA, and are not revenue to, nor is the payment of those funds to the PPRTA an expenditure of the City. All funds designated by the City from the fare box revenue or other revenue as belonging to the PPRTA shall be appropriated by the PPRTA solely for funding PPRTA funded City sponsored transit activities in the same manner as transit activities tax funds under Section 5.3 of the Establishing IGA, and shall not be considered as part of the gross revenue, or be counted in determining, or used in, providing administrative expenses of the PPRTA under section 5.0 of the Establishing IGA.

5.4. General Records Requirements:

5.4.A. Books of Account & Auditing: The Parties shall make available to each other if requested, true and complete records which support payments, cash receipts, investments, other reports, performance indices, and all other related documentation. The Parties' authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing monthly statements, reports, performance indices, and all other related documentation. The Parties agree that they will keep and preserve for at

least seven years all documents related to this IGA which are routinely prepared, collected or compiled by the Parties and their agents during the performance of this IGA.

5.4.B. Audits: The Parties' internal or external auditors shall have the right at any time to audit all of the related documentation for the IGA. The Parties shall make all documentation available for examination at the auditor's request at either the auditor's or the Parties' offices, and without expense to the requesting Party. In addition, the Parties shall make all documentation available for examination for any audit of federal, state or other granting organizations that may be conducted related to any transit or other grant activity.

5.4.C. Monthly Statements: PPRTA shall provide, within twenty (20) calendar days after the close of each calendar quarter, in a form reasonably satisfactory to the City, such information as is available including, but not limited to, total cash receipts for the month, cash flow amounts for capital projects, maintenance programs and PPRTA funded City sponsored transit activities, interest accruals credited to the City, budget to actual, and payments made for capital projects and maintenance programs, including check numbers, amounts, vendor and project or program numbers. PPRTA shall provide within twenty (20) calendar days after the close of each calendar month a balance sheet and income statement, and within ninety (90) calendar days after the close of each PPRTA fiscal year shall provide audited financial statements to the City. The City reserves the right to require the submission of other information related to the PPRTA activities for the City.

5.4.D. City Status Reports: The City shall provide to the Board, within fifty (50) calendar days after the close of each calendar quarter, a status report on capital projects, maintenance programs and PPRTA funded City sponsored transit activities. The PPRTA reserves the right to request the submission of other information related to the City activities funded by the PPRTA.

5.4.E. Reviews And Records Requirements: To the extent not provided for in this Section 5.4 above, the Parties shall maintain all records of the activities pursuant to this IGA as may be required by federal or local law, and shall make all records available to federal, state, City and PPRTA auditors and agents upon request.

SECTION 6- GENERAL TERMS AND CONDITIONS:

6.1. Assignment: The PPRTA shall not assign or otherwise transfer this IGA or any right or obligation hereunder without the prior written consent of the City. The City shall not assign or otherwise transfer this IGA or any right or obligation hereunder without the prior written consent of the PPRTA.

6.2. Law: This IGA is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the District or County Courts for El Paso County, Colorado.

6.3. Appropriation and availability of funds:

6.3.A. In accord with the Colorado Constitution, Article X, Section 20, the performance of the City's obligations under this IGA is expressly subject to appropriation of funds by the Colorado Springs City Council.

6.3.B. To the extent required by law, performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA.

6.4. Intellectual Property Rights: The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product produced pursuant to this IGA are and shall be the property of the City, and that the City owns, has, and possesses any and all ownership rights and interests to any intellectual property made or produced under or pursuant to this IGA, including any and all copyright, trademark, or patent rights, and that compensation to the PPRTA for agreement and acknowledgment of this Intellectual Property Rights section of this IGA is included in the Consideration rendered to the PPRTA by the City in agreeing to this IGA. It is the intent of the Parties that the City shall have full ownership and control of the products produced pursuant to this IGA, and the PPRTA specifically waives and assigns to the City all rights which the PPRTA may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items drawings, designs, models, examples, or other work product produced pursuant to this IGA is deemed by a court of competent jurisdiction not to be transferred to or owned by the City, this Intellectual Property Rights provision shall act as a irrevocable assignment to the City by the PPRTA of any and all copyrights, trademark rights, or patent rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, including all rights in perpetuity. Under this irrevocable assignment, The PPRTA hereby assigns to the City the sole and exclusive right, title, and interest in and to the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, without compensation, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights protection relating to the products, items writings, designs, models, examples, or other work product in any and all countries. It is the PPRTA's specific intent to assign all right, title, and interest whatsoever in any and all copyrights rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the PPRTA agrees to execute and deliver all necessary documents requested by the City in the connection therewith and hereby grants to the City all rights to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protection with the same legal force and effect as if executed by the PPRTA; further, the Parties expressly agree that the provisions of this Intellectual Property Rights section shall be binding upon the Parties and their successors, and assigns. However, notwithstanding any other provision of this paragraph 6.4, the PPRTA Board shall have full access to all plans and other drawings.

6.5. Termination: The City Council may, by Council Resolution, terminate this IGA for convenience, without compensation to the PPRTA, upon thirty days prior written notice to the

PPRTA. The PPRTA Board of Directors may, by Board Resolution, terminate this IGA for convenience, without compensation to the City, upon thirty days prior written notice to the City. Further, the PPRTA Board of Directors and the City Council may terminate this IGA by mutual agreement. Any agreed upon termination shall be in writing and shall be by City Council and PPRTA Board Resolutions.

6.6. Local Concern: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

6.7. Entire Agreement: This IGA, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing as approved by the City Council and the PPRTA Board, and executed by duly authorized representatives of the Parties hereto.

6.8. Non-Waiver of Rights: No waiver of default by the one of the Parties of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other Party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the other Party.

6.9. Force Majeure: In the event of either Party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this IGA, other than its obligations to make payments of money due hereunder, then on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, and floods.

6.10. Headings: The headings of the several articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

6.11. Integration: This is a completely integrated IGA and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this IGA shall be of no effect and shall not be binding on the PPRTA or the City. Further, the PPRTA and the City acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against either Party as the author thereof.

6.12. No Third Party Beneficiary: 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 or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

6.13. Waiver: The Parties hereby waive, remise, and release any claim, right, or cause of action each may have, or which may accrue in the future, excepting claims arising from gross negligence or intentional tort, arising in whole or in part from this IGA. Nothing in this paragraph shall be construed as to create a waiver of any protections available to any Party to this Agreement under the Colorado Governmental Immunities Act.

6.14. Compensation: Except as otherwise stated in this IGA, neither Party to this IGA shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

6.15. This IGA has been approved by the Parties in accord with Section 29-1-103 C.R.S. by the Colorado Springs City Council and the PPRTA Board of Directors through Resolutions, to be attached for reference hereto as Exhibits B and C, which resolutions authorize the signatures below.

6.16. This IGA shall not be construed to create a duty as a matter of law or contract for the provision of services by either the City or the PPRTA, nor shall this IGA be construed as creating a benefit or enforceable right for any person. Nor shall this IGA be construed to create a duty as a matter of law or contract for either of the Parties to assume any liability for injury, property damage, or any other damage that may occur by any action or non-action taken, or service provided to the public or any person, as a result of this IGA.

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FOR THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY:

By: Wayne W. Williams this 13th day of SEPTEMBER, 2006
Wayne W. Williams
Chairman, Board of Directors
Pikes Peak Rural Transportation Authority

ATTEST:

Robert F. MacDonald
By: Robert F. MacDonald
Its: Secretary, Board of Directors

APPROVED AS TO FORM:

[Signature]
PPRTA Counsel

FOR THE CITY OF COLORADO SPRINGS, STATE OF COLORADO:

By: Lionel Rivera this 15th day of August, 2006
Lionel Rivera
Mayor
City of Colorado Springs

APPROVED AS TO FORM

Robert J. Mack
SENIOR ATTORNEY
CITY OF COLORADO SPRINGS

EXHIBIT A

MASTER PLAN LIST OF CAPITAL PROJECTS APPROVED BY THE PPRTA ELECTORS

PRIORITY "A" PROJECTS:

- Baptist Road Widening (Mitchell Ave. to I-25)
- Austin Bluffs Interchange (at Union Blvd.)
- Woodmen Rd. Widening and Interchange (I-25 to Powers Blvd.)
- Cimarron Street Bridge (at Conejos St.)
- South Metro Accessibility, Phase I (State Hwy. 115 to Powers Blvd.)
- Baptist Railroad Crossing Overpass (at BNSF/UP/Monument Creek)
- Austin Bluffs Corridor Improvements (Nevada Ave. to Academy Blvd.)
- Meridian Road Extension (Falcon Hwy. to U.S. Hwy. 24)
- Baptist-Hodgen Connection (State Hwy. 83 to Rollercoaster Rd.)
- County Line Road Upgrade (I-25 to Furrow Rd.)
- Meridian Rd. Widening (Woodmen Rd. to Rex Rd.)
- Hodgen Rd. Upgrade to Arterial (Rollercoaster Rd. to Eastonville Rd.)
- Austin Bluffs / Nevada Improvements (Austin Bluffs and Nevada)
- I-25 Interchange Companion Projects (Bijou/I-25, Nevada/Rockrimmon/I-25)
- Fillmore/Union Improvements (Fillmore/Union)
- Congestion/Incident Management Signal Improvements (City of Colorado Springs / Citywide)
- Powers Blvd. Right of Way Protection and Acquisition (Woodmen Rd. to State Hwy. 16)
- Stapleton/Judge Orr Extension (Eastonville Rd. to U.S. Hwy. 24)
- Baptist Rd. Widening (I-25 to Tari Dr.)
- Struthers Extension/Jackson Creek (Falcon's Nest to Baptist Rd.)
- Fillmore St. Corridor (I-25 to Centennial Blvd.)
- Austin Bluffs Corridor Improvements (Barnes Rd. to Old Farm Dr.)
- Marksheffel Rd. Widening and Extension (Peterson AFB East Gate to Black Forest Rd.)
- Academy/Fountain Safety Improvements (Academy Blvd./Fountain Blvd.)
- Marksheffel Road Widening (Mesa Ridge Parkway to SH 94)
- Stapleton/Judge Orr Extension (U.S. Hwy. 24 to Curtis Rd.)
- Roadway Safety and Traffic Operations (City of Colorado Springs / Citywide)
- On-Street Bikeway Improvements (City of Colorado Springs / Citywide)
- Austin Bluffs Bridge Widening (at Cottonwood Creek)
- Vincent Drive Bridge (at Cottonwood Creek)
- 30th St. Corridor Safety Improvements (Garden of the Gods to Mesa Ave.)
- Akers Dr. (Constitution Ave. to N. Carefree)
- Hancock Ave. Bridge (at Templeton Gap Floodway)
- Union/Palmer Park Blvd. Improvements (Union Blvd. / Palmer Park Blvd.)
- 25th St. Bridge (at Fountain Creek)
- Constitution/Circle Dr. Improvements (Constitution Ave. / Circle Dr.)
- Fillmore St. (Templeton Gap Rd. to Hancock Ave.)

- Garden of the Gods / Chestnut Improvements (Garden of the Gods / Chestnut)
- Fillmore / El Paso St. Improvements (Fillmore St. / El Paso St.)
- Vincent Dr. Extension (Nevada Ave. to Dublin Blvd.)
- Constitution / Chelton Rd. Improvements (Constitution Ave. / Chelton Rd.)
- Pikes Peak Greenway Improvements (various sections of Greenway)
- Academy Blvd. / Pikes Peak Improvements (Academy Blvd. / Pikes Peak Ave.)
- Ute Pass Ave. Widening (through Green Mountain Falls)
- Manitou Ave. Improvements (within Manitou Springs)

PRIORITY “B” PROJECTS:

- Union / Constitution Improvements (Union Blvd. / Constitution Ave.)
- North Nevada Ave. Revitalization, Phase I (Fillmore St. to I-25)
- Academy / Flintridge Improvements (Academy Blvd. / Flintridge Dr.)
- Pikes Peak Greenway Improvements (various sections of Greenway)
- Evans Ave. Bridge (at N. Cheyenne Creek)
- Rockrimmon / Pro Rodeo Dr. Improvements (Rockrimmon / Pro Rodeo Dr.)
- Garden of the Gods / Forge Rd. Improvements (Garden of the Gods / Forge Rd.)
- Mesa Ridge Parkway Extension (Powers Blvd. to Marksheffel Rd.)
- Cheyenne Blvd. / Tejon Improvements (Cheyenne Blvd. / Tejon St.)
- Black Forest Alignment Upgrade (Hodgen Rd. to Southerly)
- Rockrimmon / Delmonico N. Improvements (Rockrimmon / Delmonico North)
- Bijou St. Bridge (at Shooks Run)
- ADA Pedestrian Ramp Program (City of Colorado Springs / Citywide)
- Curtis Rd. Upgrade (State Hwy. 94 to Judge Orr Rd.)
- W. Uintah Intermodal Safety Improvements (Cooper St. to Mesa Ave.)
- Cresta Rd. Sidewalks (La Veta Way to Cheyenne Blvd.)

PRIORITY “C” PROJECTS:

- Platte Ave. Bridge (at Sand Creek)
- Academy / Fountain Interchange (U.S. Hwy. 24 Bypass)
- Platte Ave. Widening (Academy Blvd. to Powers Blvd.)
- I-25 / Cimarron Ramps (I-25 / Cimarron)
- Centennial Blvd. Design and Construction (Fillmore to I-25 at Fontanero)
- Constitution Ave. / Paseo Rd. Improvements (Constitution Ave. / Paseo Rd.)
- Briargate / Stapleton Extension (Black Forest Rd. to Meridian Rd.)
- ADA Pedestrian Ramp Program (City of Colorado Springs / Citywide)
- Hancock Extension (Chelton to Powers Blvd.)
- Bradley Rd. Extension (Grinnell St. to Powers Blvd.)
- Fontaine Blvd. Extension (Marksheffel Rd. to Meridian Rd.)

EXHIBIT B

RESOLUTION NO. 105-06

A RESOLUTION RESCINDING CITY COUNCIL RESOLUTION NO. 83-06 AND APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY FOR PIKES PEAK RURAL TRANSPORTATION AUTHORITY CAPITAL PROJECTS, MAINTENANCE PROGRAMS, AND CITY-SPONSORED TRANSIT ACTIVITIES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. City Council Resolution No. 83-06 approving the First Amendment to the Intergovernmental Agreement between the City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA), which was attached thereto as Exhibit B and made a part of that resolution, is rescinded.

Section 2. The City Council finds that the First Amendment to the Intergovernmental Agreement between the City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA), outlining how PPRTA funds will be expended on projects and activities in the City is in the best interest of the City of Colorado Springs for the health, safety and welfare of its residents.

Section 3. The First Amendment to the Intergovernmental Agreement for PPRTA Capital Projects, Maintenance Programs, and City-Sponsored Transit Activities between the City of Colorado Springs, a home rule city and municipal corporation, and the Pikes Peak Rural Transportation Authority, a political subdivision of the state of Colorado, which is attached as Exhibit A and made a part of this resolution, is approved.

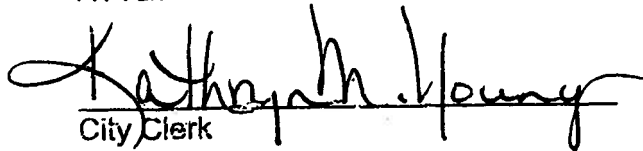
Section 4. The Mayor is authorized to execute the First Amendment to the Intergovernmental Agreement on behalf of the City, as approved by the PPRTA Board.

DATED at Colorado Springs, Colorado, this 8th day of August, 2006.



Mayor

ATTEST:



City Clerk



**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR PIKES PEAK RURAL TRANSPORTATION AUTHORITY FUNDED
CAPITAL PROJECTS, MAINTENANCE PROGRAMS
AND CITY SPONSORED TRANSIT ACTIVITIES**

This Intergovernmental Agreement, dated for reference the 1st day of January 2005, and amended and restated July 12, 2006, is made by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city (the "City"), and the Pikes Peak Rural Transportation Authority, a political subdivision of the state of Colorado (the "PPRTA") (alternatively the "Party" or "Parties"). The Parties Agree as follows:

SECTION 1 - AUTHORITY:

This Intergovernmental Agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 C.R.S.; the Rural Transportation Authority Law, and the Intergovernmental Agreement among El Paso County, Colorado, the City of Colorado Springs, the City of Manitou Springs, and the Town of Green Mountain Falls for creation of the Pikes Peak Rural Transportation Authority (the "Establishing IGA").

SECTION 2 - PURPOSE:

The purpose of this Intergovernmental Agreement (the "IGA") is to provide PPRTA and the City with a mechanism for the expenditure by the PPRTA of PPRTA funds for PPRTA funded capital projects, PPRTA funded maintenance programs within the boundaries of the City and PPRTA funded City sponsored transit activities within the boundaries of the PPRTA, in accord with the Establishing IGA.

SECTION 3 - INTERGOVERNMENTAL AGREEMENT TERM:

The term of this IGA shall be deemed by the Parties to have commenced at 1:00 a.m. on the 1st day of January, 2005 and shall automatically renew at 1:00 a.m. each January 1 thereafter, unless sooner terminated per the provisions of this IGA or by written agreement of the governing bodies of the Parties.

SECTION 4 - EXPENDITURES:

The expenditures and fees of each Party are deemed to be the expenditures of that Party. The Parties to this IGA agree that the purpose of this IGA is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities that could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, that any funds contributed, paid, or otherwise provided by any Party to this IGA to another Party to this IGA are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

SECTION 5 - CAPITAL PROJECTS, MAINTENANCE PROGRAMS AND CITY SPONSORED TRANSIT ACTIVITIES

5.1. Capital Projects.

5.1.A. Annual Designation of Capital Projects and Appropriation of Funds: Prior to March 15, 2005 for the calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit to the PPRTA Board of Directors (the "Board") for approval a proposed annual budget for capital projects sponsored by the City from the capital project list in the RTA Roadway Capital Project List – Revised 12/10/04. In connection with submittal of the proposed annual capital project budget, the Board may request additional information on a capital project or projects. Subsequent to Board approval, an approved annual budget and or an approved capital budget may be adjusted by the Board if so requested by the City. The Board, after consultation with the City and other PPRTA members, shall determine the order of all PPRTA capital projects and shall appropriate and budget such funds as the Board has determined necessary for the performance of the capital projects, in accord with the Establishing IGA for the performance of capital projects, and shall record the budget for each capital project in a separate capital project designation within PPRTA's financial accounting system. Each PPRTA approved annual budget shall become a part of this IGA as an attachment. On or before approval of the capital project construction contract for individual capital projects, the City shall submit to the Board for approval the design description for that particular capital project.

5.1.B. Costs: The Parties agree that all costs of capital projects undertaken by the PPRTA and the City authorized under this IGA and pursuant to Section 5.1 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any capital project may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City capital projects and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the

responsibility of the party lawfully held responsible for them. To the extent that any or all of the PPRTA, the City, and or the other entities in the Establishing IGA are lawfully held responsible for any such liability, the PPRTA Board may work together with the City and the other entities in the Establishing IGA to equitably allocate said liability against the City's and the other participants' capital projects, both current and future, or the Board may allocate such liability solely against the City, or in the case of a multijurisdiction capital project, against all liable jurisdictions. All funds expended for capital projects under this IGA pursuant to Section 5.1 of the Establishing IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City.

5.1.C. Capital Project Accounting: The PPRTA shall establish accounting records sufficient to track the City's capital projects as designated in Subsection 5.1.A. hereinabove. The master plan list of capital projects approved by the PPRTA electors to be performed pursuant to and in accord with the Establishing IGA is identified herein in Exhibit A, which is attached hereto and hereby made a part of this IGA.

5.1.D. Contracting And Payment:

5.1.D.1. The City shall act as the PPRTA's contracting agent to advertise and let all PPRTA funded capital project contracts within the City, which capital projects are identified on Exhibit A of this IGA and which contracts have been approved by the Board. Upon Board approval and PPRTA execution, the City shall execute all PPRTA funded capital project contracts. The City as contracting agent for the PPRTA and, in the instance of a joint project, also on the City's own behalf, shall administer the capital project contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA contracts for capital projects involving the capital projects identified on Exhibit A which are within the jurisdiction of, or on property controlled by the City shall be designed, advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All contracts shall be let in the name of the PPRTA and the City. All contracts and sureties shall be written in accord with the City's regulations and subject to approval by the Board and, as to form, by the City Attorney. All warranties and sureties shall name both the PPRTA and the City as co-beneficiaries. All contract invoices shall be processed pursuant to Section 5.1.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.1.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate capital project cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.1.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA, along with any and all warranties and sureties, shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the approved capital project costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.1.E. Joint Capital Projects: In the event a capital project is a joint project between the City and the PPRTA which involves the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Upon PPRTA approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.1.F. Contract Change Orders/Overruns. Nothing in this IGA shall be interpreted to mean that the City has actual or implied authority to authorize an increase in a capital project budget or contract such that the amount of the PPRTA budget obligation shall be increased or the PPRTA amount due under the contract shall exceed the approved contract price. Any change in a capital project contract price shall be subject to prior approval by the Board, excepting change orders for a capital project contract price that individually or in the aggregate with all other change orders for that capital project contract do not exceed 15% or \$100,000, whichever is less (or unless otherwise approved by the Board on an individual contract basis), so long as the capital project contract as changed remains within the scope (the City's capital project contract plans, specifications and estimates documents, hereinafter the "Scope") of the capital project contract and the annual PPRTA approved budget for that capital project. All changes, including but not limited to additions and/or deletions, which are not insignificant to the Scope, design and/or requirements of a capital project contract shall be subject to prior Board approval. The City shall inform the Board of changes not subject to prior Board approval by advisement thereof at the Board meeting next following each change. To the extent a capital project contract change order or overrun could or shall cause the contract price to exceed the annual PPRTA approved budget for that capital project, the amount in excess

shall be the responsibility of and funded solely by the City from non-PPRTA funds or from another PPRTA capital project for the City in which the City obtained a cost savings. The aforementioned procedure may be waived by the Board in extraordinary circumstances.

5.2. Maintenance Programs.

5.2.A. Annual Designation of Maintenance Programs and Appropriation of Funds: Prior to March 15, 2005 for calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit to the Board for approval a proposed annual budget for maintenance programs sponsored by the City to be funded by the PPRTA within the City. The Board, after consultation with the City, shall appropriate and budget such funds as the Board has determined as necessary and in accord with the Establishing IGA for the purpose of paying the costs of the maintenance programs and shall record the budget for each maintenance program in a separate maintenance program designation within PPRTA's financial accounting system. Each annual description and PPRTA approved annual budget shall become a part of this IGA as an attachment.

5.2.B. Costs: The Parties agree that all costs of maintenance programs undertaken by the PPRTA and the City authorized under this IGA and pursuant to Section 5.2 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any maintenance programs may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City maintenance programs and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the responsibility of the party lawfully held responsible for them, and the Board may elect to allocate such costs against the maintenance programs funds. All funds expended for maintenance programs under this IGA pursuant to Section 5.2 of the Establishing IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City.

5.2.C. Maintenance Program Accounting: The PPRTA shall establish accounting records sufficient to track the City's maintenance programs as designated in Subsection 5.2.A. hereinabove.

5.2.D. Contracting And Payment:

5.2.D.1. The City shall act as the PPRTA's contracting agent to advertise and let all PPRTA funded maintenance program contracts within the City, which contracts have been approved by the Board. Upon Board approval and PPRTA execution, the City shall execute all PPRTA funded maintenance program

contracts. The City as contracting agent for the PPRTA and, in the instance of a joint program, also on the City's own behalf, shall administer the maintenance program contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA contracts for maintenance programs that are within the jurisdiction of, or on property controlled by, the City shall be designed, advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All contracts shall be let in the name of the PPRTA and the City. All contracts and sureties shall be written in accord with the City's regulations and approved by the Board and, as to form, by the City Attorney. All warranties and sureties shall name both the PPRTA and the City as co-beneficiaries. All contract invoices shall be processed pursuant to Section 5.2.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.2.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate maintenance project cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.2.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA, along with any and all warranties and sureties, shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the maintenance program costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.2.E. Joint Maintenance Programs: In the event a maintenance program is a joint program between the City and the PPRTA which involves the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Subsequent to PPRTA

approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.2.F. Contract Overruns. For contracts funded in part by the PPRTA, the PPRTA shall not be responsible for any contract overrun which exceeds in the aggregate the amount of funding available to the City under Section 5.2 of the Establishing IGA.

5.3 City Sponsored Transit Activities:

5.3.A. Annual Designation of PPRTA Funded City Sponsored Transit Activities and Appropriation of Funds: The City shall provide PPRTA funded City sponsored transit activities in accord with the Establishing IGA. Prior to March 15, 2005 for calendar year 2005, and thereafter prior to December 31 of the preceding year for each calendar year beginning with year 2006, the City shall submit a proposed PPRTA funded City sponsored transit activities annual budget to the Board for approval, which right of approval shall be subject to state and federal requirements. The City proposed annual budget shall include a proposed list and description of all PPRTA funded City sponsored transit activities. The City will provide to the Board a list and description of each contract for provision of PPRTA funded City sponsored transit activities. The Board, after consultation with the City, shall appropriate and budget such funds as the Board has determined necessary and in accord with the Establishing IGA for the purpose of paying the costs of the City sponsored transit activities set out in the PPRTA approved budget. Each annual description and PPRTA approved budget shall become a part of this IGA as an attachment.

5.3.B. Costs: The Parties agree that all costs of implementing the PPRTA funded City sponsored transit activities authorized under this IGA and pursuant to Section 5.3 of the Establishing IGA are PPRTA costs and shall be funded solely with PPRTA revenues, except to the extent any City sponsored transit activities may be partially funded by City funds, federal or state funds, or other funds received by the City. The Parties agree that the City shall provide initial administration of all claims pertaining to PPRTA-funded City sponsored transit activities and against the City and/or the PPRTA. The City shall not hereby indemnify the PPRTA nor is the City empowered to defend or control the PPRTA's defense against such claims, which control shall remain in the PPRTA and its insurer as appropriate. The Parties further agree that payment of any legal defense costs and any judgments, fines, settlements, or fees whatsoever levied pursuant to performance of this IGA are the responsibility of the party lawfully held responsible for them and the Board may elect to allocate such costs against the City sponsored transit activities funds. No reduction in PPRTA funded City sponsored transit activities services will occur without agreement of the Board. All funds expended for City sponsored transit activities under Section 5.3 of this IGA are PPRTA funds and shall not be deemed the revenue or expenditures of the City. The Parties acknowledge and agree that the City is the sole regional grantee and recipient of Federal Transit Administration ("FTA") funds, and the PPRTA agrees that the PPRTA shall not make any application for, and shall not be a

grantee, sub-recipient, or recipient, of FTA funds or of any other federal or state grants for transit activities.

5.3.C. City Sponsored Transit Activities Accounting: The PPRTA shall establish accounting records sufficient to track the PPRTA funded City sponsored transit activities as designated in Subsection 5.3.A. hereinabove.

5.3.D. Contracting And Payment:

5.3.D.1. For City sponsored transit activities identified pursuant to Subsection A hereinabove, the City shall advertise, let and execute all PPRTA funded City sponsored transit activities contracts. The City shall administer the PPRTA funded City sponsored transit activities contracts and shall process all invoices under those contracts for payment by the PPRTA. It is agreed between the PPRTA and the City that all PPRTA funded City sponsored transit activities contracts involving the City sponsored transit activities identified pursuant to Subsection 5.3.A hereinabove shall be advertised, let, and executed in accord with this IGA, the City's procurement regulations, rules and policies, and, where federal or state funding is involved, applicable federal or state regulations. All City sponsored transit activities contracts involving the City sponsored transit activities identified pursuant to Subsection 5.3.A. hereinabove contracts shall be let in the name of the City. The PPRTA shall not be a party to the City sponsored transit activities contracts. All contracts and sureties shall be written in accord with the City's regulations and approved as to form by the City Attorney. All contract invoices shall be processed pursuant to Section 5.3.E. below. Neither Party shall have responsibility to provide or pay any contract obligation of the other Party.

5.3.D.2. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA under this IGA to facilitate City sponsored transit activities cash flow issues, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.3.D.3. It is the Parties' intention that any and all incidence of ownership in real or personal property shall vest in the City. To the extent the PPRTA may have or claim an ownership interest, ownership of all facilities constructed, all maintenance and repair work done, all equipment, and all other assets acquired under contracts issued under this IGA along with any and all warranties and sureties shall be deemed to have perpetually and automatically transferred from the PPRTA to the City free and clear of any liens or encumbrances. In the event it becomes necessary to acquire easements, rights-of-way, or ownership of property, by condemnation or otherwise, the City shall acquire in the City's name the property interest needed, however, all costs of the condemnation or other acquisition shall be paid by the PPRTA as a part of the PPRTA funded City

sponsored transit activities costs and shall not be considered or deemed to be revenue or expenditures of the City. Upon written agreement signed by the Parties, the City may advance funds by zero percent (0%) interest loan to the PPRTA for the purpose of acquiring property by condemnation or otherwise and paying the costs thereof, which loaned funds shall be reimbursed to the City from PPRTA funds collected pursuant to the Establishing IGA. An addendum shall be attached to this IGA for each such loan which shall state the terms of the loan.

5.3.E. Joint City Sponsored Transit Activities Programs: In the event PPRTA funded City sponsored transit activities are joint activities between the City and the PPRTA which involve the expenditure of federal or state grant funds provided to the City or City funds, then the City shall process the contract invoices, attach to the invoice a warrant for the City's share of payment for that invoice, and then forward that invoice and warrant to the PPRTA. Subsequent to PPRTA approval of the PPRTA portion of the invoice, the PPRTA shall thereafter attach the PPRTA's payment to the invoice and pay the invoice to the City or directly to the vendor, contractor(s) and/or materialmen identified in the invoices.

5.3.F. Contract Overruns. For contracts funded in part by the PPRTA, the PPRTA shall not be responsible for any contract overrun which exceeds in the aggregate the amount of funding available to the City under Section 5.3 of the Establishing IGA. Provided, however, no reduction in PPRTA funded City sponsored transit activities services will occur without agreement of the Board.

5.3.G Fares and Revenue from Transit Services: The City shall identify and allocate the fare box revenues and other transit revenues applicable to the PPRTA funded City sponsored transit activities and shall pay to the PPRTA quarterly those funds. It is agreed between the Parties that all funds determined to be PPRTA revenues are revenue and income of the PPRTA, and are not revenue to, nor is the payment of those funds to the PPRTA an expenditure of the City. All funds designated by the City from the fare box revenue or other revenue as belonging to the PPRTA shall be appropriated by the PPRTA solely for funding PPRTA funded City sponsored transit activities in the same manner as transit activities tax funds under Section 5.3 of the Establishing IGA, and shall not be considered as part of the gross revenue, or be counted in determining, or used in, providing administrative expenses of the PPRTA under section 5.0 of the Establishing IGA.

5.4. General Records Requirements:

5.4.A. Books of Account & Auditing: The Parties shall make available to each other if requested, true and complete records which support payments, cash receipts, investments, other reports, performance indices, and all other related documentation. The Parties' authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing monthly statements, reports, performance indices, and all other related documentation. The Parties agree that they will keep and preserve for at

least seven years all documents related to this IGA which are routinely prepared, collected or compiled by the Parties and their agents during the performance of this IGA.

5.4.B. Audits: The Parties' internal or external auditors shall have the right at any time to audit all of the related documentation for the IGA. The Parties shall make all documentation available for examination at the auditor's request at either the auditor's or the Parties' offices, and without expense to the requesting Party. In addition, the Parties shall make all documentation available for examination for any audit of federal, state or other granting organizations that may be conducted related to any transit or other grant activity.

5.4.C. Monthly Statements: PPRTA shall provide, within twenty (20) calendar days after the close of each calendar quarter, in a form reasonably satisfactory to the City, such information as is available including, but not limited to, total cash receipts for the month, cash flow amounts for capital projects, maintenance programs and PPRTA funded City sponsored transit activities, interest accruals credited to the City, budget to actual, and payments made for capital projects and maintenance programs, including check numbers, amounts, vendor and project or program numbers. PPRTA shall provide within twenty (20) calendar days after the close of each calendar month a balance sheet and income statement, and within ninety (90) calendar days after the close of each PPRTA fiscal year shall provide audited financial statements to the City. The City reserves the right to require the submission of other information related to the PPRTA activities for the City.

5.4.D. City Status Reports: The City shall provide to the Board, within fifty (50) calendar days after the close of each calendar quarter, a status report on capital projects, maintenance programs and PPRTA funded City sponsored transit activities. The PPRTA reserves the right to request the submission of other information related to the City activities funded by the PPRTA.

5.4.E. Reviews And Records Requirements: To the extent not provided for in this Section 5.4 above, the Parties shall maintain all records of the activities pursuant to this IGA as may be required by federal or local law, and shall make all records available to federal, state, City and PPRTA auditors and agents upon request.

SECTION 6- GENERAL TERMS AND CONDITIONS:

6.1. Assignment: The PPRTA shall not assign or otherwise transfer this IGA or any right or obligation hereunder without the prior written consent of the City. The City shall not assign or otherwise transfer this IGA or any right or obligation hereunder without the prior written consent of the PPRTA.

6.2. Law: This IGA is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the District or County Courts for El Paso County, Colorado.

6.3. Appropriation and availability of funds:

6.3.A. In accord with the Colorado Constitution, Article X, Section 20, the performance of the City's obligations under this IGA is expressly subject to appropriation of funds by the Colorado Springs City Council.

6.3.B. To the extent required by law, performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA.

6.4. Intellectual Property Rights: The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product produced pursuant to this IGA are and shall be the property of the City, and that the City owns, has, and possesses any and all ownership rights and interests to any intellectual property made or produced under or pursuant to this IGA, including any and all copyright, trademark, or patent rights, and that compensation to the PPRTA for agreement and acknowledgment of this Intellectual Property Rights section of this IGA is included in the Consideration rendered to the PPRTA by the City in agreeing to this IGA. It is the intent of the Parties that the City shall have full ownership and control of the products produced pursuant to this IGA, and the PPRTA specifically waives and assigns to the City all rights which the PPRTA may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items drawings, designs, models, examples, or other work product produced pursuant to this IGA is deemed by a court of competent jurisdiction not to be transferred to or owned by the City, this Intellectual Property Rights provision shall act as a irrevocable assignment to the City by the PPRTA of any and all copyrights, trademark rights, or patent rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, including all rights in perpetuity. Under this irrevocable assignment, The PPRTA hereby assigns to the City the sole and exclusive right, title, and interest in and to the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, without compensation, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights protection relating to the products, items writings, designs, models, examples, or other work product in any and all countries. It is the PPRTA's specific intent to assign all right, title, and interest whatsoever in any and all copyrights rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this IGA, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the PPRTA agrees to execute and deliver all necessary documents requested by the City in the connection therewith and hereby grants to the City all rights to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protection with the same legal force and effect as if executed by the PPRTA; further, the Parties expressly agree that the provisions of this Intellectual Property Rights section shall be binding upon the Parties and their successors, and assigns. However, notwithstanding any other provision of this paragraph 6.4, the PPRTA Board shall have full access to all plans and other drawings.

6.5. Termination: The City Council may, by Council Resolution, terminate this IGA for convenience, without compensation to the PPRTA, upon thirty days prior written notice to the

PPRTA. The PPRTA Board of Directors may, by Board Resolution, terminate this IGA for convenience, without compensation to the City, upon thirty days prior written notice to the City. Further, the PPRTA Board of Directors and the City Council may terminate this IGA by mutual agreement. Any agreed upon termination shall be in writing and shall be by City Council and PPRTA Board Resolutions.

6.6. Local Concern: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

6.7. Entire Agreement: This IGA, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing as approved by the City Council and the PPRTA Board, and executed by duly authorized representatives of the Parties hereto.

6.8. Non-Waiver of Rights: No waiver of default by the one of the Parties of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other Party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the other Party.

6.9. Force Majeure: In the event of either Party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this IGA, other than its obligations to make payments of money due hereunder, then on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, and floods.

6.10. Headings: The headings of the several articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

6.11. Integration: This is a completely integrated IGA and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this IGA shall be of no effect and shall not be binding on the PPRTA or the City. Further, the PPRTA and the City acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against either Party as the author thereof.

6.12. No Third Party Beneficiary: 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 or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

6.13. Waiver: The Parties hereby waive, remise, and release any claim, right, or cause of action each may have, or which may accrue in the future, excepting claims arising from gross negligence or intentional tort, arising in whole or in part from this IGA. Nothing in this paragraph shall be construed as to create a waiver of any protections available to any Party to this Agreement under the Colorado Governmental Immunities Act.

6.14. Compensation: Except as otherwise stated in this IGA, neither Party to this IGA shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

6.15. This IGA has been approved by the Parties in accord with Section 29-1-103 C.R.S. by the Colorado Springs City Council and the PPRTA Board of Directors through Resolutions, to be attached for reference hereto as Exhibits B and C, which resolutions authorize the signatures below.

6.16. This IGA shall not be construed to create a duty as a matter of law or contract for the provision of services by either the City or the PPRTA, nor shall this IGA be construed as creating a benefit or enforceable right for any person. Nor shall this IGA be construed to create a duty as a matter of law or contract for either of the Parties to assume any liability for injury, property damage, or any other damage that may occur by any action or non-action taken, or service provided to the public or any person, as a result of this IGA.

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FOR THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY:

By: _____ this _____ day of _____, 2006
Wayne W. Williams
Chairman, Board of Directors
Pikes Peak Rural Transportation Authority

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

PPRTA Counsel

FOR THE CITY OF COLORADO SPRINGS, STATE OF COLORADO:

By: _____ this _____ day of _____, 2006
Lionel Rivera
Mayor
City of Colorado Springs

APPROVED AS TO FORM
Robert J. Moad
SENIOR ATTORNEY
CITY OF COLORADO SPRINGS

EXHIBIT A

MASTER PLAN LIST OF CAPITAL PROJECTS APPROVED BY THE PPRTA ELECTORS

PRIORITY "A" PROJECTS:

- Baptist Road Widening (Mitchell Ave. to I-25)
- Austin Bluffs Interchange (at Union Blvd.)
- Woodmen Rd. Widening and Interchange (I-25 to Powers Blvd.)
- Cimarron Street Bridge (at Conejos St.)
- South Metro Accessibility, Phase I (State Hwy. 115 to Powers Blvd.)
- Baptist Railroad Crossing Overpass (at BNSF/UP/Monument Creek)
- Austin Bluffs Corridor Improvements (Nevada Ave. to Academy Blvd.)
- Meridian Road Extension (Falcon Hwy. to U.S. Hwy. 24)
- Baptist-Hodgen Connection (State Hwy. 83 to Rollercoaster Rd.)
- County Line Road Upgrade (I-25 to Furrow Rd.)
- Meridian Rd. Widening (Woodmen Rd. to Rex Rd.)
- Hodgen Rd. Upgrade to Arterial (Rollercoaster Rd. to Eastonville Rd.)
- Austin Bluffs / Nevada Improvements (Austin Bluffs and Nevada)
- I-25 Interchange Companion Projects (Bijou/I-25, Nevada/Rockrimmon/I-25)
- Fillmore/Union Improvements (Fillmore/Union)
- Congestion/Incident Management Signal Improvements (City of Colorado Springs / Citywide)
- Powers Blvd. Right of Way Protection and Acquisition (Woodmen Rd. to State Hwy. 16)
- Stapleton/Judge Orr Extension (Eastonville Rd. to U.S. Hwy. 24)
- Baptist Rd. Widening (I-25 to Tari Dr.)
- Struthers Extension/Jackson Creek (Falcon's Nest to Baptist Rd.)
- Fillmore St. Corridor (I-25 to Centennial Blvd.)
- Austin Bluffs Corridor Improvements (Barnes Rd. to Old Farm Dr.)
- Marksheffel Rd. Widening and Extension (Peterson AFB East Gate to Black Forest Rd.)
- Academy/Fountain Safety Improvements (Academy Blvd./Fountain Blvd.)
- Marksheffel Road Widening (Mesa Ridge Parkway to SH 94)
- Stapleton/Judge Orr Extension (U.S. Hwy. 24 to Curtis Rd.)
- Roadway Safety and Traffic Operations (City of Colorado Springs / Citywide)
- On-Street Bikeway Improvements (City of Colorado Springs / Citywide)
- Austin Bluffs Bridge Widening (at Cottonwood Creek)
- Vincent Drive Bridge (at Cottonwood Creek)
- 30th St. Corridor Safety Improvements (Garden of the Gods to Mesa Ave.)
- Akers Dr. (Constitution Ave. to N. Carefree)
- Hancock Ave. Bridge (at Templeton Gap Floodway)
- Union/Palmer Park Blvd. Improvements (Union Blvd. / Palmer Park Blvd.)
- 25th St. Bridge (at Fountain Creek)
- Constitution/Circle Dr. Improvements (Constitution Ave. / Circle Dr.)
- Fillmore St. (Templeton Gap Rd. to Hancock Ave.)

- Garden of the Gods / Chestnut Improvements (Garden of the Gods / Chestnut)
- Fillmore / El Paso St. Improvements (Fillmore St. / El Paso St.)
- Vincent Dr. Extension (Nevada Ave. to Dublin Blvd.)
- Constitution / Chelton Rd. Improvements (Constitution Ave. / Chelton Rd.)
- Pikes Peak Greenway Improvements (various sections of Greenway)
- Academy Blvd. / Pikes Peak Improvements (Academy Blvd. / Pikes Peak Ave.)
- Ute Pass Ave. Widening (through Green Mountain Falls)
- Manitou Ave. Improvements (within Manitou Springs)

PRIORITY "B" PROJECTS:

- Union / Constitution Improvements (Union Blvd. / Constitution Ave.)
- North Nevada Ave. Revitalization, Phase I (Fillmore St. to I-25)
- Academy / Flintridge Improvements (Academy Blvd. / Flintridge Dr.)
- Pikes Peak Greenway Improvements (various sections of Greenway)
- Evans Ave. Bridge (at N. Cheyenne Creek)
- Rockrimmon / Pro Rodeo Dr. Improvements (Rockrimmon / Pro Rodeo Dr.)
- Garden of the Gods / Forge Rd. Improvements (Garden of the Gods / Forge Rd.)
- Mesa Ridge Parkway Extension (Powers Blvd. to Marksheffel Rd.)
- Cheyenne Blvd. / Tejon Improvements (Cheyenne Blvd. / Tejon St.)
- Black Forest Alignment Upgrade (Hodgen Rd. to Southerly)
- Rockrimmon / Delmonico N. Improvements (Rockrimmon / Delmonico North)
- Bijou St. Bridge (at Shooks Run)
- ADA Pedestrian Ramp Program (City of Colorado Springs / Citywide)
- Curtis Rd. Upgrade (State Hwy. 94 to Judge Orr Rd.)
- W. Uintah Intermodal Safety Improvements (Cooper St. to Mesa Ave.)
- Cresta Rd. Sidewalks (La Veta Way to Cheyenne Blvd.)

PRIORITY "C" PROJECTS:

- Platte Ave. Bridge (at Sand Creek)
- Academy / Fountain Interchange (U.S. Hwy. 24 Bypass)
- Platte Ave. Widening (Academy Blvd. to Powers Blvd.)
- I-25 / Cimarron Ramps (I-25 / Cimarron)
- Centennial Blvd. Design and Construction (Fillmore to I-25 at Fontanero)
- Constitution Ave. / Paseo Rd. Improvements (Constitution Ave. / Paseo Rd.)
- Briargate / Stapleton Extension (Black Forest Rd. to Meridian Rd.)
- ADA Pedestrian Ramp Program (City of Colorado Springs / Citywide)
- Hancock Extension (Chelton to Powers Blvd.)
- Bradley Rd. Extension (Grinnell St. to Powers Blvd.)
- Fontaine Blvd. Extension (Marksheffel Rd. to Meridian Rd.)

EXHIBIT B

COLORADO SPRINGS CITY COUNCIL RESOLUTION

EXHIBIT C

PPRTA BOARD RESOLUTION



Colorado Springs

El Paso County

Manitou Springs

Green Mountain Falls

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO
SPRINGS AND THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY
WHICH DEFINES THE WORKING RELATIONSHIP BETWEEN ENTITIES FOR THE
IMPLEMENTATION OF THE CAPITAL PROJECTS, MAINTENANCE PROGRAMS,
AND TRANSIT ACTIVITIES**

September 13, 2006

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
PIKES PEAK RURAL TRANSPORTATION AUTHORITY:**

Section 1. The Pikes Peak Rural Transportation Authority Board of Directors (Pikes Peak RTA Board) finds that it is in the best interest of the Pikes Peak RTA Board to define the working relationship between the City of Colorado Springs and the Pikes Peak Rural Transportation Authority (Pikes Peak RTA) for the implementation of the Capital Projects, Maintenance Programs, and Transit Activities.

Section 2. The Pikes Peak RTA Board approved an initial Intergovernmental Agreement (IGA) between the City of Colorado Springs and the Pikes Peak RTA on April 13, 2005, to define the working relationship.

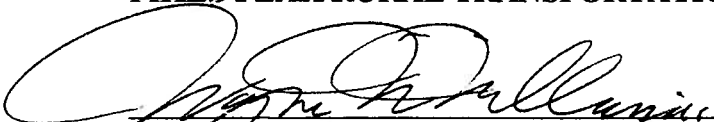
Section 3. The Pikes Peak RTA Board now finds it necessary to amend the IGA to redefine the working relationship between the City of Colorado Springs and the Pikes Peak RTA.

Section 4. The first amendment to the IGA, which has been presented to and approved by the Colorado Springs City Council, is attached as Exhibit A, and is hereby approved.

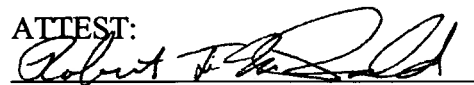
Section 5. The Chairman of the Pikes Peak RTA Board is hereby authorized to execute this Agreement on behalf of the Pikes Peak RTA.

APPROVED AND ADOPTED this 13th day of September 2006.

**BOARD OF DIRECTORS
PIKES PEAK RURAL TRANSPORTATION AUTHORITY**


El Paso County Director Wayne W. Williams
Chairperson

ATTEST:


Robert F. MacDonald
Board Secretary