

## **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY MEMBER CONTRIBUTION FUNDING AGREEMENT**

THIS AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY MEMBER CONTRIBUTION FUNDING AGREEMENT (this “Agreement”) is entered into and effective as of the 5th day of September, 2018, by and among the AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, a regional transportation authority established pursuant to the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended (the “RTA”); the COUNTY OF ADAMS, a political subdivision of the State of Colorado (the “County”); the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas (the “City”); and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (the “District”) (the County, City and District may be referred to collectively herein as the “Members;” the RTA and the Members may be referred to collectively herein as the “Parties”).

WHEREAS, the RTA was established by the Members pursuant to the Establishment Agreement for the Aerotropolis Regional Transportation Authority made and entered into February 27, 2018 (as may be amended, the “IGA”) and consistent with the provisions of the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S., as amended; and

WHEREAS, the Members formed the RTA, in part, in furtherance of supporting the public interest and economic health of the region to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements, and for the stated purpose of constructing, or causing to have constructed, a regional transportation system within or outside the boundaries of the RTA for the primary benefit of those residing or owning property within the boundaries, as further described in the IGA; and

WHEREAS, it is anticipated that the RTA will receive ongoing revenues from revenue sources including but not limited to the RTA’s future ad valorem property tax mill levy, and from the County and the City pursuant to and as further set forth in the IGA; and

WHEREAS, the Members recognize that the RTA’s revenue sources as set forth in the IGA are not currently sufficient to fund the operations of the RTA; and

WHEREAS, the Members desire to contribute funds to the RTA in order to support the RTA’s operations as further set forth herein.

NOW THEREFORE, as full consideration for and in furtherance of the goals, intents, and purposes of the IGA, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Purpose. The purpose of this Agreement is to memorialize the Members' agreement to provide funding contributions to support the RTA and to establish the process by which their contributions will be accomplished.

3. Member Contribution Funds. Each of the Parties agrees to transfer to the RTA the amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00), as a one-time funding contribution (the "Member Contribution Funds"). The District has previously delivered its Member Contribution Funds, and the RTA acknowledges its receipt of the same. The County and the City shall each, as soon as practicable following the effective date first set forth above and in a manner reasonably acceptable to the RTA, transfer its respective Member Contribution Funds to the RTA. The Parties acknowledge and agree the Member Contribution Funds are not intended to be reimbursed by the RTA, and therefore the RTA shall have no obligation to reimburse, repay or otherwise refund the Member Contribution Funds. The Parties further agree that upon receipt by the RTA, the Member Contribution Funds may be utilized by the RTA in the full discretion of the Board of Directors of the RTA for any and all purposes of the RTA consistent with the IGA.

4. Conflict of Provisions. In the event of any conflict between the provisions of this Agreement and those of the IGA, the provisions of the IGA shall control.

5. Miscellaneous Provisions.

a. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

b. The Parties do not intend and nothing contained in this Agreement shall be deemed to create a partnership, co-tenancy, joint venture, or agency of any kind between the Parties.

c. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Adams County, Colorado.

d. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties, and no consultant, contractor, any subcontractor nor any other person or entity is a third-party beneficiary to or under this Agreement.

e. This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any assignments, amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

f. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

g. The Parties are political subdivisions of the State of Colorado and, as such, any and all financial obligations described hereunder are subject to annual budget and appropriations requirements.

h. The Parties, and their respective elected officials, directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections afforded by the Colorado Governmental Immunity Act, §§24-10-101 et seq., C.R.S., as the same may be amended from time to time.

i. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

*[remainder of page intentionally left blank; signature pages follow]*

**AEROTROPOLIS REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY OF ADAMS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF AURORA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_