

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made and entered effective as of the date set forth on the City's signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **REGIONAL TRANSPORTATION DISTRICT** ("RTD") a political subdivision of the State of Colorado, organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, *et.seq.*. The City and RTD are herein collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Parties entered into an Intergovernmental Agreement, dated December 20, 2005 (the "Agreement"), an amendment dated August 28, 2007, a Second Amendment dated March 17, 2009, a Third Amendment dated February 1, 2011, and a Fourth Amendment dated April 12, 2012; and

WHEREAS, the Parties wish to enter into this Fifth Amendment to the Agreement, as previously amended, and to provide for RTD's funding for the term of the Agreement as extended by this Fifth Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2A of the Agreement, entitled "**DENVER FASTRACKS LIAISON:**" is hereby amended to read in its entirety as follows:

A. The Manager of Public Works shall select the FasTracks Liaison for the City to work with RTD. The FasTracks Liaison shall remain a City and County of Denver employee. Because FasTracks will require close coordination between the City and RTD and knowledge of the City and its processes to allow

the system to be built as expeditiously as possible, the parties have agreed to allocate the funding for the FasTracks Liaison between the two entities at a one third Denver/two thirds RTD ratio. The Manager of Public Works has designated Peter Baertlein as the Liaison for the term of this agreement. Mr. Baertlein will not be replaced without RTD's consent, which will not be unreasonably withheld. In the event a replacement becomes necessary, the parties will renegotiate RTD's payment for the FasTracks Liaison based on the salary plus benefits paid by the City for the person substituted.

2. Section 3 of the Agreement, entitled "**RTD'S OBLIGATIONS:**" is hereby amended to read in its entirety as follows:

"**RTD'S OBLIGATIONS:** Within thirty (30) days of the date of this Agreement, RTD will pay the City \$125,000.00 to fund the position of Denver FasTracks Liaison for the tenth year of the Agreement, the period October 31, 2014 through October 30, 2015. RTD will pay on or before October 30, 2015 an additional \$125,000 for the eleventh year of the Agreement from October 31, 2015 through October 30, 2016, for a total of an additional \$250,000 for the tenth and eleventh years of the Agreement."

3. Section 4 of the Agreement, entitled "**TERM OF AGREEMENT:**" is hereby amended to read in its entirety as follows:

"4. **TERM OF AGREEMENT:** The term of the Agreement shall commence on October 31, 2005 and shall terminate on October 30, 2016."

4. Except as herein amended, the Agreement is affirmed and ratified.

[SIGNATURE PAGE TO FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: PWADM-RC51808-05

Contractor Name: Regional Transportation District

By:  ACTING GM/CEO

Name: PHILIP A. WASHINGTON
(please print)

Title: GENERAL MANAGER AND CEO
(please print)

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT ATTEST: [if required]



LEGAL COUNSEL By: _____

Name: _____
(please print)

Title: _____
(please print)

