

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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"); and

WHEREAS, the Parties entered into an amendment dated August 28, 2007 to extend the term for one year and to fund the Denver FasTracks Liaison for a second year, a Second Amendment dated March 17, 2009 to extend the term for two additional years and to fund the Denver FasTracks Liaison for a third and fourth year, and a Third Amendment dated February 1, 2011 to extend the term for two additional years and to fund the Denver FasTracks Liaison for a fifth and sixth year through October 30, 2011; and

WHEREAS, the Parties wish to enter into this Fourth Amendment to the Agreement, as previously amended, and to provide for RTD's funding for the term of the Agreement as extended by this Fourth 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 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 terminate on October 30, 2014. The term of this Agreement may be extended by the Parties for two additional one year periods by execution of an Amendatory Agreement.”

2. 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 seventh year of the Agreement, the period October 31, 2011 through October 30, 2012. RTD will pay on or before October 30 2012 an additional \$125,000 for the eighth year of the Agreement from October 31, 2012 through October 30, 2013, and on or before October 30, 2013 an additional \$125,000 for the ninth year of the Agreement from October 31, 2013 through October 30, 2014, for a total of an additional \$375,000 for the seventh, eighth, and ninth years of the Agreement.

3. A new section is added to the Agreement and reads as follows:

“23. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** RTD consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:

Vendor Name:

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 _____

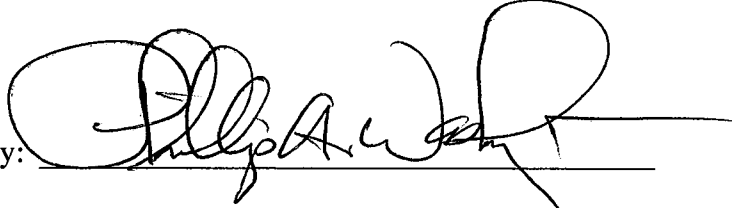
By _____

By _____



Contract Control Number: RC51808

Vendor Name: Regional Transportation District


By: 

Name: PHILLIP A. WASHINGTON
(please print)

Title: GENERAL MANAGER
(please print)

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT.

ATTEST: [if required]

BY: 
LEGAL COUNSEL

By: _____

Name: Rob Asphary
(please print)

Title: Deputy General Counsel
(please print)

