

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF COMMERCE CITY AND
THE REGIONAL TRANSPORTATION DISTRICT
REGARDING ARTWORK FOR THE NORTH METRO RAIL LINE**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “**First Amendment**”) is made and entered into as of _____, 2020 (the “**Effective Date**”) between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado (“**RTD**”) and the **CITY OF COMMERCE CITY**, Colorado, a Colorado home rule municipality (the “**City**”). RTD and the City are each a “Party” and collectively, the “Parties.”

WHEREAS, The Parties made and entered into that certain Intergovernmental Agreement, dated March 27, 2020 (the “**Original Agreement**”).

WHEREAS, Section 7 of the Original Agreement permits amendments in writing executed by both Parties.

WHEREAS, the Parties now desire to amend the Original Agreement.

AGREEMENT

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms shall have the meanings set forth in the Original Agreement unless otherwise indicated herein or in the recitals hereto.

2. Amendment of Section 3.b. of the Agreement. Section 3.b. is hereby replaced with the following language:

b. Ownership, Location and Maintenance of Art Pieces:

i. The City will be responsible for issuing the call for and selecting and acquiring the Art Pieces and overseeing their fabrication and installation.

ii. The City or the City’s contractor will install the Art Pieces at one or more locations at or near NMRL stations within City boundaries that are mutually agreeable to the Parties.

iii. The City will be the sole owner of all Art Pieces that are acquired.

iv. The City will be responsible for maintenance of all Art Pieces and all costs of such maintenance.

v. Unless otherwise agreed upon in writing by the Parties, RTD will exclude all Art Pieces from regular cleaning or power washing conducted by RTD at the NMRL stations.

vi. The City will have the right to remove or relocate any Art Pieces at no cost to RTD, provided that the City shall first provide written notice to RTD of such removal or relocation pursuant to the License Agreement between the City and RTD substantially in the form attached hereto as Exhibit B (the “**License Agreement**”).

vii. RTD will have the right to require the City to remove or relocate the Art Pieces pursuant to the License Agreement.

3. Amendment to Section 3.d. of the Agreement. Section 3.d. hereby replaced with the following language:

3.d. License and Right of Entry Agreement: RTD and the City will enter into a License Agreement to permit the installation, maintenance, repair, restoration, removal and replacement of Art Pieces on RTD property by the City. RTD and the City’s contractor(s) will enter into a Right of Entry Agreement to permit the installation, maintenance, repair, restoration, removal and replacement of Art Pieces on RTD property by such contractor(s). The License Agreement must be substantially in the form attached hereto as Exhibit B. The Right of Entry Agreement must be substantially in the form attached to the License Agreement. Such agreements require the City and the City’s contractor to obtain permission to perform work near a commuter rail line. The Parties and/or the City’s contractors may agree to a different form of the Right of Entry Agreement depending on the complexity of the installation of the Art Pieces.

4. Replacement of Exhibit B. Exhibit B is hereby replaced with the form attached to this First Amendment.

5. Miscellaneous

5.1 Counterparts and Execution by Facsimile. This First Amendment may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic, digital, and faxed signatures will constitute original signatures.

5.2 Original Agreement in Full Force and Effect. Except as amended by this First Amendment, the Original Agreement is in full force and effect in accordance with its terms and all other terms remained unchanged.

[SIGNATURE PAGE[S] FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this IGA on the date first set forth above.

CITY OF COMMERCE CITY

Benjamin A. Huseman, Mayor

ATTEST:

Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

Sarah L. Geiger, Senior Assistant City Attorney

THE REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado

By: _____
Henry J. Stoppolecamp, P.E., AGM, Capital Programs
Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Aimée Beckwith, Associate General Counsel
Date: _____

Exhibit B

Form of License Agreement with Contractor Right of Entry Agreement