

FIRST AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES (this “First Amendment”), is made this 10th day of December, 2024, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and Design Workshop, Inc, as independent contractor, hereinafter referred to as (the “Contractor”).

Recitals

This First Amendment is made with respect to the following facts:

A. On or about January 23, 2024, the Town and Contractor entered into that certain Agreement for Goods and/or Services (the “Agreement”) pursuant to which the Contractor agreed to provide certain planning services for the creation of the Town of Frisco’s Comprehensive Plan; and

B. The Contractor desires to finalize all tasks as outlined in the scope of work and requests to extend the agreement through March 31, 2025, to complete all tasks as set forth in this First Amendment; and

C. Accordingly, the Town and Contractor desire to amend the Agreement to provide for the extended timeline of March 31, 2025, and authorize the additional expenditure as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor agree that this First Amendment shall amend the Agreement as follows:

SECTION 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before MARCH 31, 2025. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

SECTION 2: All capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement unless otherwise defined herein. Except as expressly amended by this First Amendment, the Agreement and First Amendment to the Agreement shall remain in full force and effect. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this First Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this First Amendment shall in all respects supersede, govern, and control.

IN WITNESS WHEREOF, the Town and Contractor have caused these presents to be executed by their duly authorized officers, as of the date first above written.

TOWN OF FRISCO

ATTEST:

Stacey Nell, Town Clerk

Frederick J. Ihnken, Mayor

Design Workshop, Inc. By:

Name: _____

Title: _____