

SECOND AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES (this “Second Amendment”), is made this 14th day of January, 2025, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and ICONERGY, a Colorado limited liability company (the “Contractor”).

Recitals

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

A. On March 21, 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 services related to the provision of a greenhouse gas emissions inventory and a climate and resilience action plan for the Town; and

B. On October 22, 2024, the Town and Contractor entered into a 1st Amendment to Agreement for Goods and/or Services (the “Agreement”) extending the timeline for completion pursuant to which the Contractor agreed to provide certain services related to the provision of a greenhouse gas emissions inventory and a climate and resilience action plan for the Town; and

C. The Contractor desires to further amend the Agreement to provide an additional time period for the Contractor’s preparation and delivery of the final deliverable reports under the Agreement; and

D. The Town desires to provide the Contractor with the additional time requested.

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 Second Amendment shall amend the Agreement as follows:

SECTION 1. Section 1.2 of the Agreement is hereby revised to read in its entirety 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 June 30, 2025. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

SECTION 2 Attachment A to the Agreement (the “Scope of Work”) is hereby revised at the Section titled “Timeline” to read in its entirety as follows:

Timeline

The Frisco Greenhouse Gas Emissions Inventory and a Climate and Resilience Action Plan are expected to begin in early 2024 and be completed by June 30, 2025. Quarterly deliverables from the CONTRACTOR are expected.

SECTION 3 All capitalized terms used in this Second Amendment shall have the same meaning as provided in the Agreement, unless otherwise defined herein. Except as expressly amended by this Second Amendment, the Agreement shall remain in full force and effect. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Second Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Second 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

Fredrick J. Ihnken, Mayor

ICONERGY, LLC, a Colorado limited liability company.

By: _____
Name: _____
Title: _____