

# INTERGOVERNMENTAL AGREEMENT AMENDMENT # 1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Transportation (CDOT)	<b>Original Agreement Number</b> 22-HAA-ZH-00081 <b>Original SAP Encumbrance Number</b> 47001958
<b>Town</b> Town of Frisco, a Colorado home rule municipal corporation	<b>Amendment Agreement Number</b>  <b>Amendment SAP Encumbrance Number</b>
<b>Agreement Maximum Amount</b> Initial Term  \$2,166,038.00	<b>Agreement Performance Beginning Date</b> June 8, 2022
Total for All State Fiscal Years \$2,166,038.00	<b>Initial Agreement Expiration Date</b> June 30, 2024

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>TOWN</b> TOWN OF FRISCO</p>    <p>_____ By: Hunter Mortensen, Mayor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p>    <p>_____ By: Stephen Harelson, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>ATTEST:</p> <p style="text-align: center;"><b>TOWN</b> TOWN OF FRISCO</p>    <p>_____ By: Stacey Nell, CERA, Town Clerk,</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Office of the State Controller, Controller Delegate</p> <p>Amendment Effective Date: _____</p>

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Intergovernmental Agreement shown on the Signature and Cover Page for this Amendment (the “Intergovernmental Agreement”) is entered into by and between the Town, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Intergovernmental Agreement shall be construed and interpreted in accordance with the Intergovernmental Agreement.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Town for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Intergovernmental Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Intergovernmental Agreement

**4. PURPOSE**

Provide written approval pursuant to 7(B)(v)(a) from State to Town so that Town may enter into a Lease Purchase Agreement with UMB Bank, N.A. and UMB Bank, N.A. executing an Indenture of Trust of Certificates of Participation for Town to finance its obligation under this IGA construction project.

**5. MODIFICATIONS**

The Intergovernmental Agreement and all prior amendments thereto, if any, are modified as follows:

- A.** The Intergovernmental Agreement Initial Intergovernmental Agreement Expiration Date on the Intergovernmental Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Intergovernmental Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.
- B.** The Intergovernmental Agreement Maximum Amount table on the Intergovernmental Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Intergovernmental Agreement Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C.** Pursuant to 7(B)(v)(a), State approves of the Town entering into Site Lease Agreement with UMB Bank, N.A and a Lease Purchase Agreement with UMB Bank, N.A. and of UMB Bank,

N.A. executing an Indenture of Trust and issuing Certificates of Participation for Town to finance its obligation under this IGA construction project.

- D. The Lease will provide that upon completion of the Project the CDOT Units will be released from the Lease and transferred to CDOT, without cost, in accordance with the terms of the Agreement. In the event the Town should fail to make the rental payments or otherwise default under the Lease, the Trustee may terminate the Lease and lease the Property to one or more other parties but such lease will terminate upon termination of the Site Lease. The termination of the Lease in the event the Town should fail to make the rental payments or otherwise default under the Lease will not impact the release of the CDOT Units from the Lease and the transfer of the CDOT Units to CDOT.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Intergovernmental Agreement, and the Intergovernmental Agreement and all prior amendments or other modifications to the Intergovernmental Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Intergovernmental Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Intergovernmental Agreement or any prior modification to the Intergovernmental Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Intergovernmental Agreement to the extent that this Amendment specifically modifies those Special Provisions.