

**ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN PARK MEADOWS METROPOLITAN DISTRICT AND
PARK MEADOW BUSINESS IMPROVEMENT DISTRICT REGARDING
LANDSCAPE MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY ADJACENT TO
THE PARK MEADOWS MALL**

This ADDENDUM TO INTERGOVERNMENTAL AGREEMENT REGARDING LANDSCAPE MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY ADJACENT TO THE PARK MEADOWS MALL ("Addendum") is entered into effective as of the 23rd day of April, 2018, by and between the **PARK MEADOWS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the **PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "BID") (collectively referred to herein as the "Parties" or each individually as a "Party").

RECITALS

WHEREAS, the District and the BID are parties to that certain Intergovernmental Agreement Regarding Landscape Maintenance of the Public Right-of-Way Adjacent to the Park Meadows Mall, dated as of April 22, 2015, as amended on December 31, 2017 ("the IGA"); and

WHEREAS, the BID has requested a funding contribution from the District, which, together with funding from the BID, will support the installation of landscape improvements in the right-of-way along Yosemite Street from Car Toys to Chester Street (the "Project"); and

WHEREAS, the Project is within the Landscape Area, as that term is defined in the IGA; and

WHEREAS, the Parties desires to memorialize their respecting funding contributions for the Project.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PROJECT.** The Parties hereby agree to cooperate in the funding of the Project, which shall be undertaken, managed, completed, operated, and maintained by the BID. The District shall have no responsibility for the Project except as described in this Addendum. The Parties acknowledge and agree that a construction contract for the Project will be awarded on or before May 1, 2018. The Project shall be substantially completed by December 31, 2018.

2. **PROJECT FUNDING AND PAYMENT.** The District shall contribute Two Hundred Fifty Thousand Dollars (\$250,000) towards the Project (the "District Contribution"), such contribution to be made at the time of the award of the contract for construction of the Project. The District Contribution shall be made to the BID within thirty (30) days following receipt by the



District of notice of the contract award and request for payment. The District Contribution shall be the District's total contribution for a portion of the costs of the Project, and the District shall not be responsible for contributing any additional funds to the Project. The District Contribution shall be used only on the Project and for no other purpose. By making the District Contribution, the District shall have no liability with respect to the Project, including, without limitation, its construction, operation, and/or maintenance.

The BID shall contribute One Million Eighty-Five Thousand Dollars (\$1,085,000) towards the Project.

3. TERMINATION. If a construction contract for the Project will not be awarded within the applicable timeframe as described above, this Addendum shall terminate, unless the Parties agree to amend this Addendum. If it appears that the Project will not be undertaken at all, the Parties may terminate this Addendum.

4. IGA IN FULL FORCE AND EFFECT. This Addendum supplements the IGA, which shall remain in full force and effect as written.

5. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION. Neither the District nor the Bid intends hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District and the BID hereunder are subject to annual budgeting and appropriations.

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By the signature of their authorized representatives below, the Parties agree to the terms and conditions of this Addendum to Intergovernmental Agreement Regarding Landscape Maintenance of the Public Right-of-Way Adjacent to the Park Meadow Mall.

PARK MEADOWS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Greg Kelly
Greg Kelly, President

ATTEST:

By: Martha Sippel
Thomas Haning, Secretary
Martha Sippel, Asst Secy/Treas

PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: John M. Mullins
Its: John M. Mullins
John M. Mullins
PM Business Improvement District

ATTEST:

By: Wendy Miller
Wendy Miller, PM BID Director of operations

DISTRICT MANAGER