

**FIRST AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT  
REGARDING OPERATIONS AND MAINTENANCE OF PEÑA STATION AREA  
IMPROVEMENTS**

This First Amendment of the Intergovernmental Agreement Regarding Operations and Maintenance of Peña Station Area Improvements (the “First Amendment”) is made and entered into on the date of the City’s signature below, by and between the Aviation Station North Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Aviation No. 1”), and the City and County of Denver, on behalf of the Department of Aviation (“DEN”) (the DEN and Aviation No. 1 may individually be referred to herein as a “Party” and collectively referred to as the “Parties”).

**WITNESSETH:**

WHEREAS, the Parties entered into the Intergovernmental Agreement Regarding Operations And Maintenance Of Peña Station Area Improvements (the “Agreement”) on December 5, 2017 (City Contract No. 201737149-00);

WHEREAS, as part of the development of the Aviation Property, the Parties and the City’s Department of Public Works signed the December 12, 2016 Party Directed Change for Wi-Fi Services agreement (the “Party Directed Agreement”), which addressed the installation and development, and future operations and maintenance of, a Wi-Fi managed network system (the “Peña Station Wi-Fi System”) to provide free public Wi-Fi service at the Aviation Property;

WHEREAS, Aviation No. 1 and Panasonic Enterprise Solutions Company (“Panasonic”) entered into the June 5, 2017 Pena Station Next Managed Wi-Fi Network Service Agreement, wherein Panasonic would develop and manage the Peña Station Wi-Fi System, and Aviation No. 1 would pay Panasonic directly for those services;

WHEREAS, the Parties wish to amend the Agreement to reflect the payment obligation by DEN to Aviation No. 1, under and pursuant to the Party Directed Agreement, for the operations and maintenance costs for the Peña Station Wi-Fi System as a Shared Improvement;

WHEREAS, the Parties also wish to amend the Agreement to reflect the invoicing requirements and timing currently set forth in section 16 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. Paragraph 7 of the Agreement is amended by replacing the table included in Paragraph 7 with the following replacement table:

<b>Shared Improvement</b>	<b>Entity to Maintain</b>	<b>Cost-Share Percentage</b>	<b>Commencement of Services</b>	<b>Scope of Work</b>
Blue Grama Open Space	Aviation No. 1	Each Party shall bear its proportionate share of the cost of maintenance based on the amount of flows generated from the DEN Property and the Aviation Property as determined by a licensed engineer	Upon execution of this Agreement	See <b><u>Exhibit D-1</u></b>
Peña Station Plaza (other than fare equipment, which RTD will maintain)	Aviation No. 1	Each party shall share the total cost of maintenance equally	Upon execution of this Agreement	See <b><u>Exhibit D-2</u></b>
Peña Station WiFi System	Aviation No 1	The annual service fee for the Peña Station Wi-Fi System will be paid as follows: DEN: 31% Aviation No. 1: 69%	Upon execution of this Agreement	See <b><u>Exhibit D-3</u></b>

2. Paragraph 16(a) of the Agreement is amended by replacing the fourth sentence of Paragraph 16(a) as follows:

Existing Sentence: “Aviation No. 1 shall provide the Initial Budget for the next calendar year to DEN no later than May 1 annually.”

Replacement Sentence: “Aviation No. 1 shall provide the Initial Budget for the next calendar year to DEN no later than March 1 annually.”

3. Paragraph 16(f) of the Agreement is deleted in its entirety and replaced with the following:

“(f) **Quarterly Payments.** Commencing on the effective date of this First Amendment, Aviation No. 1 will provide DEN with quarterly invoices seeking payment for DEN’s share of the Actual Expenses. The invoices for Actual Expenses shall be submitted to DEN on or before the following dates: May 15 (for the first calendar quarter, ending March 31); August 15 (for the second calendar quarter, ending June 30); November 15 (for the third calendar quarter, ending September 30); and January 31 (for the fourth calendar quarter, ending December 31). DEN shall remit to Aviation No. 1 the sum owed for each invoice within 30 days following receipt of such invoice.

4. A new Paragraph 16(i) is added to the Agreement as follows:

“(i) The invoices which Aviation No. 1 shall provide DEN under Paragraph 16(f) shall be sent to the following e-mail address: [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com)”

5. Exhibit C is amended to add the following to the Ownership Matrix, wherein the “Description” is “Peña Station Wi-Fi System”:

Party which constructs	Party which owns	Party that performs O&M	Parties that share in O&M Costs	Agreement governing O&M
Aviation #1	Aviation #1 – 69% DEN – 31%	Aviation #1	Aviation #1 – 69% DEN – 31%	Party Directed Agreement

6. New Exhibit D-3, attached hereto, is added to the Agreement.

7. There shall be a new Exhibit G, attached hereto, which depicts the Peña Station Wi-Fi System.

8. Unless modified or amended herein, all terms and conditions of the Agreement remain in full force and effect.

9. This First Amendment is expressly subject to and shall not be or become effective or binding on DEN until fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-201737149-01

**Contractor Name:** AVIATION STATION METROPOLITAN DISTRICT

By: 

Name: F.L. Belz III  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

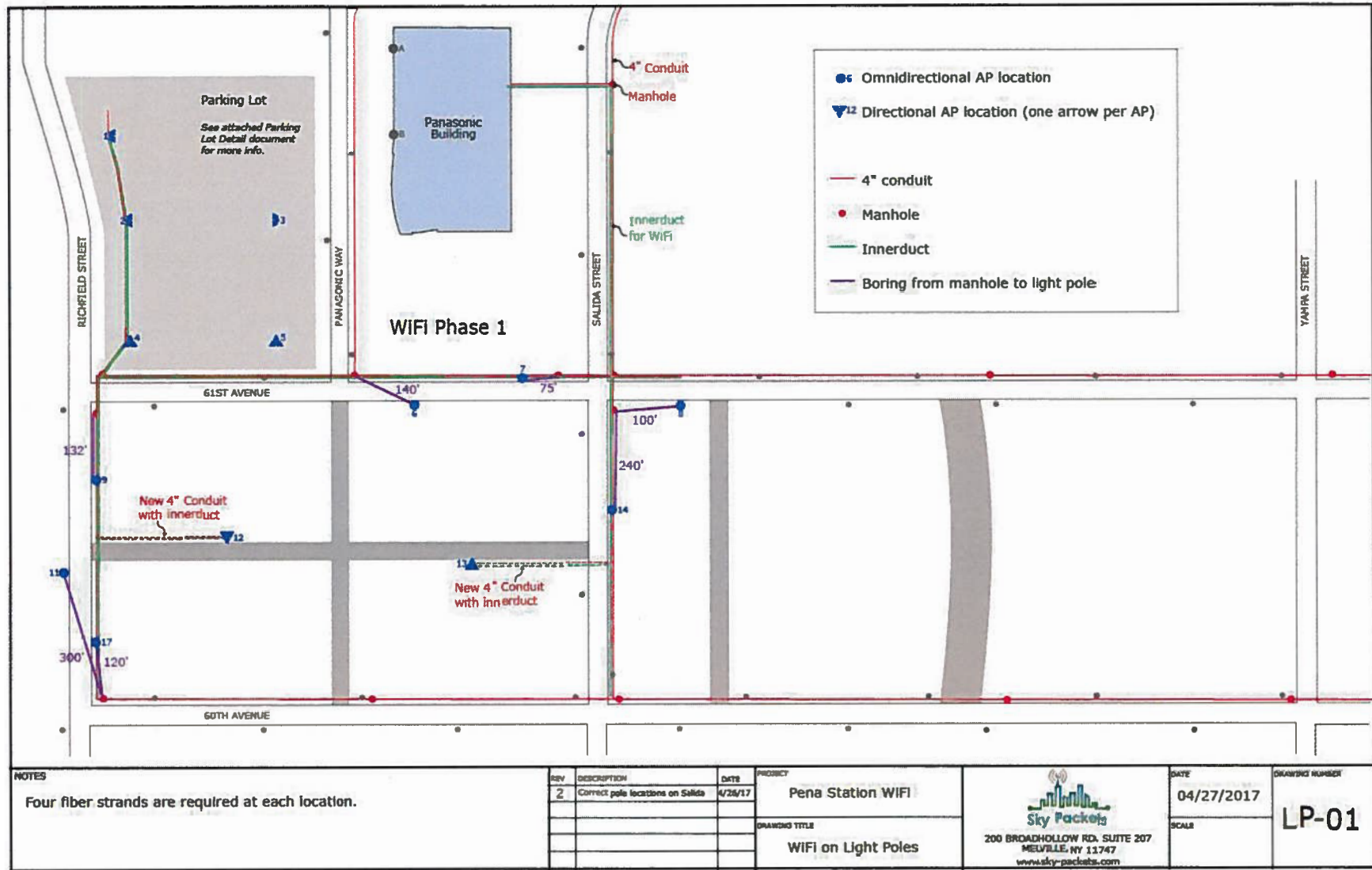


### **EXHIBIT D-3**

#### **Scope of Work – Pena Station Wi-Fi**

The Peña Station Wi-Fi System was installed and will be maintained by Aviation No. 1, through Aviation No. 1's contract with Panasonic Enterprise Solutions Company ("Panasonic") (the "Panasonic Agreement").

Under the Party Directed Change, DEN agreed to its 31% share of the installation and operations and maintenance for the term of the Panasonic Agreement. Under the Panasonic Agreement, the annual operations and maintenance cost for the Wi-Fi System is \$112,500. DEN's 31% share is up to \$34,875.00. The Panasonic Agreement was for a five-year term, and this Scope of Work shall expire upon the termination of the Panasonic Agreement.



NOTES

Four fiber strands are required at each location.

REV	DESCRIPTION	DATE
2	Correct pole locations on Salda	4/26/17

PROJECT	Pena Station WIFI
DRAWING TITLE	WIFI on Light Poles

200 BROADHOLLOW RD. SUITE 207  
MELVILLE, NY 11747  
www.sky-packets.com

DATE	04/27/2017
SCALE	

DRAWING NUMBER	LP-01
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