FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASPEN AND THE ROARING FORK TRANSPORTATION AUTHORITY FOR OPERATION OF RUBEY PARK TRANSPORATION CENTER

THIS FIRST AMENDMENT TO IGA ("First Amendment") is made and entered into effective as of the ___ day of _____2023, regardless of the day actually signed, by and between the **CITY OF ASPEN, COLORADO** (the "City") and the **ROARING FORK TRANSPORTATION AUHORITY** ("RFTA"), both "Parties" to the IGA dated February 22, 2016.

WHEREAS, the Parties entered into the Intergovernmental Agreement ("IGA") effective as of February 22, 2016, regarding the operation of the Rubey Park Transportation Center; and

WHEREAS, the Parties now desire to amend the IGA regarding the obligations of the parties with regard to the installation, maintenance and operation of a new electric charging station, at the Rubey Park Transportation Center as identified on Exhibit 1 attached hereto and made a part hereof (the Charging Station").

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree to this First Amendment to IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Amendment.** Section VI of the IGA shall be amended to add the following:

Battery Electric Bus Charging Station:

RFTA responsibilities: It will be RFTA's responsibility to pay for all costs associated with the repair and maintenance of the overhead charger and its electrical infrastructure including paying for the electricity the charger uses to charge buses.

City of Aspen responsibilities: The city shall continue be responsible for the repair and maintenance of the bio retention areas, rain gardens, landscaping and stormwater systems that were configured to accommodate the overhead charger.

3. **Public Record.** The Parties shall cause all documents necessary to this fulfill the purposes of this 1st Amendment to the IGA to be recorded in the Office of Pitkin County Clerk and Recorder.

4. **Preservation of Purpose and Survival.** No portion of this First Amendment to the IGA shall be read or understood to alter, amend, or terminate the purpose and intent of the IGA or the rights and responsibilities of the Parties created therein. This First Amendment to the IGA shall be understood to modify the IGA only to the extent necessary to achieve the objectives stated herein. Any conflict between the provisions of this First Amendment and the IGA shall be resolved by the Parties in a manner agreed to be the least disruptive to the preservation of the IGA's purpose.

IN WITNESS WHEREOF, the City and RFTA have executed duplicate originals of this FIRST AMENDMENT TO IGA.

CITY OF ASPEN, COLORADO

ATTEST:

_____

, City Clerk

By: _____

Sara Ott, City Manager, City of Aspen

Date: _____

ROARING FORK TRANSPORTATION AUTHORITY

ATTEST:

_____

Nicole R. Schoon, Secretary

By: _____

Dan Blankenship, CEO RFTA

Date: _____