

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF FLAGSTAFF AND THE NORTHERN ARIZONA
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY
("MOUNTAIN LINE")**

This First Amendment to Intergovernmental Agreement (this "First Amendment") is entered into on the "Effective Date" (which is the date last signed by the executing parties) by and between the Northern Arizona Intergovernmental Transportation Authority, a corporate body and political subdivision of the State of Arizona ("Mountain Line") and the City of Flagstaff, a body politic and corporate of the State of Arizona (the "City"). Mountain Line and the City may be referred to in this First Amendment each individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The City and Mountain Line negotiated an Intergovernmental Agreement ("IGA") to provide for the development and operation of a public transportation center to be known as the Downtown Connection Center ("DCC") located within the municipal boundaries of the City.
- B. The Parties desire to clarify the terms of the IGA through this amendment.
- C. The Recitals and definitions in the IGA are incorporated herein by this reference.

COVENANTS

NOW, THEREFORE, in consideration for the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Amendments:

The Parties agree to amend the IGA Recitals Q and R, by adding the following clarifying language:

Q. The development, CONSTRUCTION, and use of the DCC Property as contemplated pursuant to the Plan of Development shall not interfere with and shall be compatible with the City's development, USE, MAINTENANCE AND FUNCTION of the Rio de Flag.

R. The eventual development, ~~and~~ construction AND USE of the Rio de Flag shall not interfere with and be compatible with the development, USE, MAINTENANCE AND FUNCTION ~~and use~~ of the DCC Property. And,

The Parties agree to further amend the IGA Section II(4) Excluded Improvements, by correcting referenced Recitals as follows:

4. The Rio De Flag, as noted in ~~Recital N~~ RECITALS O, Q AND R above, and Section VII(2) below, and the improvements to be made by the City on the Reserved Property as noticed in ~~Recital R~~ RECITAL S above are not part of the Improvements under this Agreement.

The Parties agree to further amend the IGA Section VII **Uses of the Property**, by adding the following clarifying subsection 10:

10. ANY NON-TRANSIT INCIDENTAL USE OF THE DCC PROPERTY SHALL REQUIRE APPROVAL BY THE FTA. THE DCC PROPERTY IS THE PROPERTY BEING UTILIZED FOR AS THE LOCAL MATCH FOR THE FTA FUNDING.

II. Reaffirmation of the IGA:

The Parties reaffirm the terms of the IGA.

[Signatures on following page]

IN WITNESS WHEREOF, the City and Mountain Line have executed this First Amendment as of the Effective Date:

FOR THE CITY OF FLAGSTAFF:

ATTEST:

By:
Name:
Its:
Date:

By:
Name:
Its:

FOR THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY:

ATTEST:

By:
Name:
Its:
Date:

By:
Name:
Its:

PROPER FORM AND AUTHORITY:

This First Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

Dated this ___ of _____, 20__.

Dated this ___ of _____, 20__.

By: _____
Sterling T. Solomon
City of Flagstaff Attorney

By: _____
Scott A. Holcomb
Mountain Line General Counsel