

**FIRST ADDENDUM TO
MEMORANDUM OF UNDERSTANDING**

THIS FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING (this "Addendum") is entered into as of the 22 day of March, 2017, by and between the City of Colorado Springs, a home rule city and Colorado municipal corporation (the "City"), and the Colorado Springs Urban Renewal Authority, a body corporate and politic of the State of Colorado ("CSURA") (collectively referred to herein as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the Parties are parties to that certain Memorandum of Understanding dated July 20, 2016 (the "MOU") whereby the City has agreed to provide certain services to CSURA;

WHEREAS, the MOU provides that additional services may be provided pursuant to a written addendum to the MOU;

WHEREAS, the City has agreed to provide certain information technology services to CSURA and the Parties desire to supplement the MOU to provide for such additional services, all as more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals and Definitions. The Recitals set forth above are incorporated herein as if the same were restated herein. All capitalized terms used in this Addendum and not otherwise defined, shall have the respective meanings given such term in the MOU.

2. Information Technology Services. Subject to the other terms and conditions of this Addendum, the City will provide the information technology services described below:

(i) The City will provide computer equipment to the CSURA and related network services, including, without limitation, access to the City's telephone, internet, Microsoft Office suite, electronic storage, printing and copying. The City will provide two laptop computers upon the effective date of this Addendum. If CSURA requires further units for additional staff, the City will provide such units provided that CSURA reimburses the City for the full cost thereof, including the cost of any required licenses for included software and applications.

(ii) The City will host CSURA email with the domain @csura.org. CSURA will have the capacity to send and receive email from the domain @csura.org through the City's email system. Notwithstanding the foregoing, CSURA will contract with a third party to host CSURA's website with the domain csura.org.

Nothing herein shall be deemed to confer upon the City or render the City as custodian of any CSURA records for purposes of the Colorado Open Records Act ("CORA") or any other law. In the event that the City receives any CORA requests relating to CSURA records, the City will respond to the requesting party in a manner consistent with responses to CORA requests received by the City relating to other unrelated governmental entities. The City shall not include CSURA records in responses to CORA requests addressed to the City, except to the extent such records also independently constitute records of the City, e.g., emails between City and CSURA personnel. The City will exercise its best efforts to protect CSURA's confidential information and privileged materials from disclosure to third parties at all times. Notwithstanding the foregoing, any CORA requests requiring systems level work will be processed with City personnel and any relevant records will be produced to CSURA to fulfill requests as required.

3. General Provisions.

(a) Entire Agreement: Binding Effect. The MOU, as amended by this Addendum, contains the entire understanding of the parties hereto with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof. All the terms and provisions of this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Counterparts. This Addendum may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Addendum may be transmitted by facsimile or electronic mail, and facsimile or pdf signatures shall constitute original signatures for all applicable purposes.

(c) No Other Modification. Except as expressly modified by this Addendum, the terms, provisions, covenants and conditions of the MOU shall remain unchanged and are hereby ratified and confirmed as being in full force and effect.

(d) Time of the Essence. Time is of the essence in this Addendum.

(e) Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Colorado.

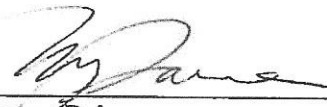
(f) Further Assurances. The Parties shall each cooperate with each other to take all additional actions and execute and deliver all additional documents necessary or desirable to effectuate the provisions and spirit of this Addendum.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Addendum as of the date first mentioned above.


CSURA:

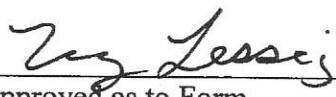
COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

By: 
Name: Wynne Palermo
Its: Chair

CITY:

CITY OF COLORADO SPRINGS

By: 
Name: MICHAEL B. SULLIVAN
Its: HUMAN RESOURCES DIRECTOR


Approved as to Form
Office of the City Attorney