

EXHIBIT A TO RESOLUTION 2024-066

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into effective this ____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (“City”), and CORE CONSULTANTS, INC., a Colorado corporation whose principal business address is 3473 South Broadway Englewood, Colorado 80113 (“Contractor”). City and Contractor may also be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on November 18, 2021, the Parties entered into the Master Professional Services Agreement (“Agreement”);

WHEREAS, the Parties desire to extend the Agreement through December 31, 2024;

WHEREAS, the Parties also desire to amend the maximum amount of compensation not to be exceeded; and

WHEREAS, except as modified by this First Amendment, the Parties intend that the remaining terms and conditions in the original Agreement shall remain unchanged and in full force and effect.

NOW THEREFORE, for and in consideration of the premises and mutual agreements hereinafter set forth and other good and valuable consideration, the receipt of which the Parties hereby acknowledge, the City and Contractor agree to the following amendments to the Agreement:

ARTICLE I

AMENDMENTS TO THE AGREEMENT

1. Maximum Amount. Section B of Article II is deleted and the following is inserted in its place:
“B. Maximum Amount. The total amount of compensation paid for Services performed under this Agreement shall not exceed a maximum aggregate amount of **THREE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$360,000)**, including all years and any Services performed under this Agreement.”
2. Term: The Term of the Agreement is extended through December 31, 2024.
3. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this First Amendment.
4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment on behalf of the parties and to bind the parties to its terms.
5. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each

deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

6. Headings. Paragraph headings used in this First Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this First Amendment.

[Remainder of this page intentionally blank. Signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY OF COMMERCE CITY

JASON R. ROGERS, CITY MANAGER
CITY MANAGER'S OFFICE

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Genevieve "Jean" Gill, Assistant City Attorney

CORE CONSULTANTS, Inc _____

Signature

BYRON GLENN, Public Market Sector Leader