

## FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (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 (the “City”), and TOWN AND COUNTRY DEVELOPMENT CORPORATION d/b/a THE KEY PEOPLE, a Colorado corporation whose principal business address is 777 South Wadsworth Blvd, #3-102, Lakewood, CO 80226 (“Contractor”), to amend the Master Services Agreement dated January 4, 2022 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Section I(A) of the Agreement and Exhibit A thereto is modified to amend the Scope of Services to include those services as set forth in Exhibit A attached hereto and incorporated by reference.
2. Compensation. Section II(B) and Exhibit A to the Agreement are hereby amended to increase the rates payable to the Contractor under the Agreement consistent with the updated rate schedule set forth in Exhibit A to the First Amendment and which shall cover the period of time from the Effective Date of this First Amendment until the termination date set forth in Section 3 herein.
3. Term: The Term of the Agreement is extended through **December 31, 2023**.
4. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this Amendment.
5. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.
6. 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.
7. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this 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 Rogers, Acting City Manager  
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dylan A. Gibson, City Clerk

\_\_\_\_\_  
Matt Hader, Interim City Attorney

**TOWN AND COUNTRY DEVELOPMENT  
CORPORATION d/b/a THE KEY PEOPLE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**EXHIBIT A**

**A. AMENDED SCOPE OF SERVICES FOR 2023**

Section I(A) of the Agreement and Exhibit A attached thereto is modified to amend the Scope of Services to add the following services by Contractor:

Contractor shall provide cleaning services in the kitchen area of Building B, located at the Municipal Service Center (8602 Rosemary Street) five (5) days a week. All other services under the Agreement and Exhibit A attached thereto shall remain the same.

**B. AMENDED RATES FOR 2023.**

Facility	Rates
Civic Center	\$ 12,674.00
Eagle Pointe Rec Center	\$ 11,215.00
Bison Ridge Rec Center	\$ 14,234.00
Municipal Services Center	\$ 3,412.00
Heritage & Cultural Center	\$ 270.00
Derby Resource Center	\$ 372.00
Buffalo Run Golf Course	\$ 1,627.00
PD Substation	\$ 984.00
Total base monthly cost	\$ 44,788.00
Total base annual cost	\$ 537,456.00

Under no circumstances shall the total compensation due and owing to the Contractor for performance of the Services described herein exceed **\$537,456.00**.