

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2016 (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 COMMUNICATION INFRASTRUCTURE GROUP, LLC, a Colorado limited liability company whose principal business address is 32973 Geneva Lane, Evergreen, CO (“Contractor”), to amend the Professional Services Agreement dated April 4, 2014 (“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 1(a) Services are amended to include:

- a. Exhibit A attached hereto has been amended.

2. Compensation. Section 2(a) of the Agreement is amended to increase the total compensation payable under the Agreement in the amount of **\$129,419** payable in the amount of seven equal installments of \$9,917 through December 2017 and five equal installments of \$8,000 through May 2018, at such time additional services will be charged at published hourly rates in addition to material costs incurred.

3. Term: The Term of the Agreement is extended through December 31, 2018

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 Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, City Attorney

Recommended for approval:

Michelle Halstead, Director of External Affairs
City Manager's Office

**COMMUNICATION INFRASTRUCTURE
GROUP, LLC**

Karen Morales, CEO
[must be notarized]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before more this _____, 2015,
by _____ (Name), _____ (Title),
of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A

Amended Services

Contractor (hereafter, "CIG") shall provide the following Services when and as determined by the City for the city's Capital Improvement Project/Program ("CIP") all in accordance with CIG's proposal titled: PUBLIC INFORMATION CONTRACTOR: CAPITAL IMPROVEMENT PROGRAM, CITY OF COMMERCE CITY, MARCH 21, 2014, attached as Exhibit B:

- A project manager to serve as a single point of contact to manage and implement public information and engagement strategies for infrastructure and capital programs, with support from assisting CIG staff as needed
- Access to the entire CIG team for communication consulting, brainstorming and support, as needed, for the CIP
- Plan and implement special events to recognize CIP and project milestones:
 - Tower Road opening
 - Dedication of new recreation center at second creek
 - Groundbreaking for renovation of existing recreation center
- Conduct information outreach during construction:
 - New recreation center
 - Tower Road widening
 - Existing recreation center
- Staff CIP booth at neighborhood outreach events
- Attend project management and infrastructure leadership team meetings when needed
- Manage a telephone information hotline and respond to program and project inquiries
- Manage an 11-member Citizen Advisory Committee
- Produce and distribute all communication and information materials relating to the CIP that effectively communicate with stakeholders, coordinating with graphic design and videographer personnel as needed to produce materials
- Ongoing website and social media content updates and maintenance
- Develop strategies to communicate with media, elected officials, regional/state agencies and providing appropriate information to the manager for distribution
- Interact with internal and external stakeholders
- Implement evaluation measures to demonstrate CIP effectiveness
- Develop presentations, speeches and other talking points on key issues
- Develop and implement community outreach campaigns
- Maintain CIP distribution lists