

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2024 (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 Eleventh House Solutions, a Maryland limited liability company whose principal business address is 19 Bay Street, STE 2, Easton, MD 21601 (“Contractor”), to amend the Professional Services Agreement dated January 9, 2024 (“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. Exhibit A to the Agreement is modified to amend the Scope of Services to extend the Term as specified below.
 - a. The rate table has been updated to implement hourly rates for all services, including grant searches and grant writing activity, to simplify rate structure and billing.
 - b. Services have been updated to replace bi-weekly grant searches with grant searches upon request by City staff.
2. Compensation. Section II, Paragraph A of the Agreement is amended to increase the total compensation payable under the Agreement by \$170,000. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement and this Amendment exceed \$300,000.
3. Term: The Term of the Agreement is extended through December 31, 2026.
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, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Sarah Geiger, Senior Counsel

Eleventh House Solutions

Signature

Printed Name, Title

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Agreement was acknowledged before me on _____, 20____,
by _____ (Name), _____ (Title),
of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A

Amended Scope of Services

CONTRACTOR: Eleventh House Solutions

LOCATION(S) OF SERVICES: Commerce City Civic Center, 7887 E 60th Avenue,
Commerce City, CO 80022

GENERAL DESCRIPTION OF SERVICES:

The City seeks to increase its awareness of grant opportunities and to apply for grants which address documented City needs associated with service delivery and the goals of City Council without utilizing municipal tax dollars or taking away funds from other projects. The contractor will be responsible for grant research and writing grants.

Task 1: Grant Research

Expectations: The contractor will research and locate relevant grant opportunities upon written request.

Meeting(s): The contractor will meet with designated staff upon request to discuss grant opportunities and City needs.

Deliverables:

- a. Upon request by the City, Contractor shall conduct thorough research to identify relevant grant opportunities in the areas of housing (including affordable and supportive housing), transportation, environmental initiatives, parks and recreation, economic development, community well-being, public art, facilities upgrades, courts, and public safety. Contractor will update City staff on relevant grant opportunities to the City employee who occupies the role of Grant and Special Projects Manager and oversees grant efforts (“Grants Manager”) to distribute opportunities to appropriate City departments.
- b. Contractor shall stay up to date on available funding sources, government programs, private foundations, and other potential grant providers. Any meetings on these topics may be virtual.
- c. Contractor shall analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

Task 2: Grant Writing

Expectations: The Contractor shall write and apply for all grants approved by City staff.

Meeting(s): Schedule to be set by City staff based on the ongoing meetings between the parties.

Deliverables:

- a. Write and apply for all grants approved by City staff by deadlines.
 - i. When the City identifies a grant they would like Contractor to pursue, Contractor shall send an estimated quote on the number of hours necessary to complete the specific grant application. Grants Manager must give written approval for Contractor to continue with application. This will ensure resources are allocated to prioritized opportunities.
 - ii. After Contractor is provided approval to proceed, an initial meeting will be scheduled with Contractor, Grant Manager, City’s subject matter expert who will be acting as the department project manager for each respective grant and any other individuals

necessary to develop the grant application timeline and roles. This meeting may occur virtually.

- iii. When communicating with the Department Project Manager to gather materials, Contractor shall include Grants Manager in all communications to ensure a timely response and the necessary materials are provided.
 - iv. Virtual application meetings will be held bi-weekly, as needed, leading up to the submission of any application.
 - v. Contractor shall provide a final draft of the application to City staff three business days ahead of the deadline for final approval by City staff before the submission of any application.
- b.** Contractor shall maintain a master list of all grants applied for and the award status.
- c.** After final the final submission of any application, Contractor shall provide a copy of the submitted application and any supplemental documents to Grants Manager for records management.

WHEN: Contractor shall perform all Services to the satisfaction of the City up to Dec. 31, 2026.

COST: Under no circumstances shall the compensation due and owing to the Contractor for performance of the services described herein exceed a total sum of THREE HUNDRED THOUSAND DOLLARS AND NO CENTS \$300,000.

Task	Cost	Description
Grant Research	\$129/ hour	Conduct research to identify relevant grant opportunities.
Grant Writing Services	\$129/hour	Write and apply for all grants approved by City Staff.