

**FIRST AMENDMENT TO CAMERON PEAK WILDFIRE
PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

This FIRST AMENDMENT TO CAMERON PEAK WILDFIRE PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is entered into this ___ day of **December** 2022 by the Coalition for the Poudre River Watershed (“CPRW”), a Colorado registered non-profit corporation, and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“City” or “Greeley”).

Recitals

A. CPRW and Greeley previously entered into that certain Cameron Peak Wildfire Project Management Professional Services Agreement dated August 18, 2021, for CPRW to perform project management services associated with the coordinated mitigation and rehabilitation activities in response to the 2020 Cameron Peak Fire, as is contemplated by and more particularly described in paragraph 8 of the referenced Cameron Peak Rehabilitation IGA dated April 29, 2021 (the “Professional Services Agreement”).

B. To facilitate the completion of the Scope of Work, CPRW and Greeley wish to amend certain terms of the Professional Services Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment.** Section 2 (Payment for Project Management Services) is amended by replacing Paragraph 2.1 in its entirety with the following:

2.1 Payment for Project Management Services. The City shall pay CPRW for services satisfactorily performed, in an amount not to exceed one hundred and seventy-five thousand dollars (\$175,000.00). CPRW will bill the City on an annual basis for services to be rendered in the following year and allowable costs and expenses incurred in the prior year toward the completion of the Scope of Work. The amounts billed shall include an annual amount of thirty-five thousand dollars (\$35,000.00) for services to be rendered in the following calendar year. CPRW shall submit a Request for Payment for allowable costs and expenses for services rendered in the prior calendar year. CPRW shall track expenditures and inform the City of any reasonably anticipated cost overrun prior to completing work that would exceed the maximum Agreement sum. The City may choose to increase the budget for the work using a mutually acceptable amendment to this Agreement or it may choose not to increase the budget and terminate the work accordingly. Invoices received from CPRW pursuant to this Agreement will be reviewed by the Greeley Representative for conformity with the Agreement and, if approved, sent to the Finance Department for payment. Payment by the City for services performed by CPRW under this Agreement from resources attributable to grant funding, including, without limitation, from

the NRCS Emergency Watershed Protection Program, is subject to the terms and conditions of the grant award.

2. **Remaining Terms in Full Force and Effect.** Except as explicitly modified by this First Amendment, the terms and conditions of the Professional Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Cameron Peak Wildfire Project Management Professional Services Agreement as of the date first set forth above.

COALITION FOR THE POUUDRE RIVER WATERSHED,
a Colorado nonprofit corporation

By: 
Hally Strevy, Executive Director

Date: 12/7/2022

THE CITY OF GREELEY, COLORADO,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
City Manager

Date: _____

Approved as to Legal Form:

By: _____
City Attorney's Office

As to Availability of Funds:

By: _____
Director of Finance