

**FIRST AMENDMENT OF
AGREEMENT TO PROVIDE
BUILDING DEPARTMENT SERVICES
BETWEEN TOWN OF JOHNSTOWN, COLORADO
AND SAFEbuilt COLORADO, LLC**

THIS FIRST AMENDMENT OF AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES is made effective as of the date of the last signature below by and between the Town of Johnstown, Colorado, (Municipality) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into an Agreement to Provide Building Department Services (Agreement), by which both Parties established the terms and conditions for service delivery on December 5, 2022; and

WHEREAS, pursuant to Article 21 to the Agreement, modifications or changes to Agreement must be a written instrument signed by both Parties; and

WHEREAS, Parties hereto now desire to amend the Agreement to revise the monthly compensation as well as to include hourly rates for as requested services that are not included in the monthly fixed rate.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Article 4 section C of Agreement is hereby deleted in its entirety and replaced with the following statement:

c. 2025 calendar year and subsequent years – (a) \$35,000 monthly for 2025 calendar year and (b) for subsequent years the monthly fee shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. SAFEbuilt will inform the Municipality of the increase and effective date of the increase by written notice. If the index decreases, the rates listed shall remain unchanged.
3. Municipality shall compensate Consultant for as requested services that are beyond the monthly fixed rate pursuant to Exhibit A – Fee Schedule for As Requested Services hereto incorporated.
4. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt COLORADO, LLC

TOWN OF JOHNSTOWN, COLORADO

By: _____

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE FOR AS REQUESTED SERVICES

Job Duty	Standard Hourly Rate*
Building Official	\$177.00
Building Inspector	\$118.00
Residential Plan Reviewer	\$100.00
Commercial Plan Reviewer	\$118.00
Permit Technician	\$85.00

Starting December 5, 2025 and annually thereafter, the hourly listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. SAFEbuilt will inform the Municipality of the increase and effective date of the increase by written notice. If the index decreases, the rates listed shall remain unchanged.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.