

**Town of Mead, Colorado
SIXTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Professional Financial Services

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“Sixth Amendment”) amends the Agreement for Professional Services entered into by and between **PROFESSIONAL MANAGEMENT SYSTEMS, S CORP**, a Colorado corporation (d/b/a Professional Management Solutions) with offices at 130 E. 11th Place, Broomfield, Colorado 80020 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated November 13, 2019 and that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second, Third, Fourth and Fifth Amendments (together, the “Agreement”), pursuant to which Contractor has been providing professional financial services for the Town and which will terminate on December 31, 2024; and

WHEREAS, Section II.A of the Agreement allows the Parties to mutually agree in writing to extend the term of the Agreement, and Section XII.F of the Agreement requires any contract modifications to be in writing and signed by both Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement such that the Contractor may continue to provide financial services to the Town through December 31, 2025; and

WHEREAS, the Parties further desire to adjust the Not-to-Exceed Amount of the Agreement to ninety-nine thousand one hundred dollars (\$99,100.00) for calendar year 2025.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** Section II.A of the Agreement is hereby amended to read in full as follows:
 - A. Term. This Agreement shall commence on January 1, 2025 (the “Effective Date”) and shall continue through and including **December 31, 2025** (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.
4. **Not-to-Exceed Amount.** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby set at **ninety-nine thousand one hundred dollars** (\$99,100.00) for services rendered from January 1, 2025 through December 31, 2025.
5. **Conflict.** This Sixth Amendment is and shall be construed as part of the Agreement. In the case of any

inconsistency between this Sixth Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Sixth Amendment shall control.

6. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Sixth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Sixth Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment to Agreement for Professional Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Sixth Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

THIS SIXTH AMENDMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO:

ATTEST:

Mary Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

PROFESSIONAL MANAGEMENT SYSTEMS, S CORP,
a Colorado corporation (d/b/a Professional
Management Solutions)

By: _____
Lorraine H. Trotter, President

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Sixth Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2024, by Lorraine H. Trotter as President of Professional Management Systems, S Corp, a Colorado corporation (d/b/a Professional Management Solutions).

Witness my hand and official seal.

My commission expires: _____

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

[SEAL]
