

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

Project/Services Name: Informational Technology (“IT”) Services

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) amends the Agreement for Professional Services entered into by and between **MJT Communications, Inc.**, a Colorado corporation with offices at 5085 Peregrine Road, Dacono, CO 80514 (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 28, 2022, pursuant to which Contractor has been providing IT services for the Town (the “Agreement”); and

WHEREAS, Section II.A of the Agreement contemplates that the Agreement automatically renews for subsequent one (1) year terms provided that there is no increase in Compensation (as set forth in **Exhibit B** of the Agreement), or decrease in the level of Services, unless an amendment is reviewed and approved by the Board of Trustees in writing; and

WHEREAS, the Agreement established a monthly Contractor fee of one thousand three hundred seventy-five dollars (\$1,375.00); and

WHEREAS, Contractor has requested an increase in the monthly fee to one thousand four hundred fifty dollars (\$1,450.00); and

WHEREAS, the Board of Trustees desires to approve the increase in monthly compensation; and

WHEREAS, the Board further desires to amend Section II.A. of the Agreement in order to delegate authority to the Town Manager to execute subsequent amendments to the Agreement, if and as necessary, to adjust the Services or Compensation (as those terms are defined in the Agreement), provided that the subsequent amendments are within the Town Manager’s signature authority; and

WHEREAS, Section XII.F of the Agreement requires any contract modifications to be in writing and signed by both Parties; and

WHEREAS, the Parties also desire to extend the term of the Agreement such that the Contractor may continue to provide IT services to the Town through December 31, 2024.

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 the date of mutual execution of the Parties (the “Effective Date”) and shall continue through and including **December 31, 2024** (“Termination Date”). This Agreement shall automatically renew each year on January 1 for subsequent one (1) year terms provided that there is no increase in Compensation set forth in **Exhibit B**, or decrease in level of Services set forth in **Exhibit A**. The Town Manager shall be authorized to approve amendments to this Agreement increasing the Compensation set forth in **Exhibit B** or amending the level of Services set forth in **Exhibit A**, provided that such amendments are within the Town Manager’s signature authority.
4. **Not-to-Exceed Amount.** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby set at **twenty thousand dollars and no cents (\$20,000.00)** for Services rendered during calendar year 2024. Any increase in the Not-to-Exceed Amount set forth in the Agreement shall be set forth in a written contract modification executed by both Parties.
5. **EXHIBIT B - COMPENSATION.** **Exhibit B** to the Agreement is hereby superseded and replaced by **Exhibit B** attached to this First Amendment.
6. **Updated Certificate of Insurance (COI).** Contractor agrees to provide the Town with an updated Certificate of Insurance evidencing that all policies of insurance required by Section VII. of the Agreement are in full force and effect prior to providing any Services to the Town in calendar year 2024.
7. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First 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 First Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by electronic signature, and that any 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 First 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 First Amendment.

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SIGNATURE PAGES FOLLOW

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

TOWN OF MEAD, COLORADO:

ATTEST:

Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

[Contractor signature page follows].

[Contractor signature page to First Amendment].

MJT Communications, Inc., a Colorado corporation

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 202__, by _____ as the _____ of MJT Communications, Inc., a Colorado corporation.

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]

EXHIBIT B
COMPENSATION

Effective January 1, 2024, MJT Communications, Inc, shall invoice the Town of Mead for monthly professional services the rate of \$1,450.00 per month based on the annual rate of \$17,400.00.
Additional services shall be billed at the rate of \$ 240.00 per hour.