

FIRST AMENDMENT TO AGREEMENT REGARDING
PROVISION OF PROFESSIONAL SERVICES

This First Amendment to Agreement Regarding Provision of Professional Services (the "First Amendment") dated as of March 29, 2022, is between Executives Partnering to Invest in Children (EPIC) ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

A. Contractor and County are the parties to an Agreement Regarding Provision of Professional Services dated as of October 11, 2021 (the "Agreement") to provide a Child Care Combined Center Feasibility Study (the "Planning Project"), a joint effort between the County and the City of Steamboat Springs, to be located at 135 6th Street, Steamboat Springs, Colorado.

B. Based upon the results presented to Routt County Commissioners and Steamboat Springs City Council on March 15, 2022, by the study's contractor, the combined bodies are in agreement that they would like to pursue other potential child care facility sites in order to make an informed decision surrounding this joint effort.

C. On March 22, 2022, Contractor submitted Exhibit A Addendum for an additional scope of services for the Planning Project related to the expansion of the feasibility study to additional properties located in Steamboat Springs and/or Routt County.

D. County and Contractor intend by this First Amendment to amend and extend the Agreement for the Planning Project to include the new Exhibit A Addendum, extend the agreement through and including June 30, 2022, and to amend the Payment and Compensation section of the Agreement to provide for additional compensation.

Terms and Conditions

1. Paragraph 1 of the Agreement is hereby replaced in its entirety as follows: "Contractor shall perform the work described in the attached Exhibit A entitled "Exhibit A Addendum to Fall 2022 Scope of Work with Routt County" which was submitted by Contractor. Contractor shall perform the work in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work."

2. The first two sentences of Paragraph 2 are replaced in their entirety as follows: "As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$28,000.00. The compensation to be paid to Contractor shall be paid on a monthly basis at the rate of \$9,333.33 per month for the months of April, May, and June (to be invoiced in May, June, and July)." All other provisions of Paragraph 2 remain the same. Contractor acknowledges payment in full for the work under the original scope of work.

3. Paragraph 3 is amended in its entirety as follows: “Contractor shall work diligently to complete the work described in Exhibit A no later than June 30, 2022. Contractor shall be responsible for promptly notifying County of delays in the completion which Contractor believes are attributable to County.

4. Except as so amended, the Agreement shall remain in full force and effect.

Executives Partnering to Invest in Children

By: _____
Title: _____

Routt County, Colorado

By: _____
M. Elizabeth Melton, Chair
Board of County Commissioners

ATTEST:

Jenny Thomas
Routt County Clerk

EXHIBIT A: Scope of Work Dated March 22, 2022 ATTACHED