

## **First Amendment to Services and Reimbursement Agreement**

This First Amendment to Services and Reimbursement Agreement (the "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Latitude Digital, an independent contractor with a principal place of business at 660 Briggs Street, Erie, CO 80232 ("Latitude") (each a "Party" and collectively the "Parties").

Whereas, on May 25, 2021, the Parties entered into a Services and Reimbursement Agreement for the property located at 660 Briggs Street, Erie (the "Agreement"); and

Whereas, the Parties wish to amend the Agreement as set forth herein.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sections II.B and II.C of the Agreement are hereby amended as follows:

B. Either Party may terminate this Agreement upon 30 days advance written notice, provided that, if Latitude terminates this Agreement on or before December 31, 2021, Latitude shall reimburse the Town for all compensation paid to Latitude under Section III hereof, and if Latitude terminates this Agreement prior to the end of the automatic renewal periods, Latitude shall reimburse the Town \$1,250 (the monthly prorated amount of the annual payment specified in Section III) for each month remaining in the annual renewal period.

C. This Agreement shall automatically renew for 2 additional 12-month terms (January 1, 2022-December 31, 2022 and January 1, 2023-December 31, 2023), and for one additional 4-month term (January 1, 2024-April 30, 2024), unless, at least 30 days prior to the expiration of the then-current term, either Party terminates this Agreement.

2. Exhibit A to the Agreement is hereby amended as follows: Latitude shall obtain a certificate of occupancy for the Coworking Space and open it for business on or before September 1, 2021~~December 31, 2021~~.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties have executed this First Amendment as of the Effective Date.

**Town of Erie, Colorado**

---

Jennifer Carrol, Mayor

Attest:

---

Heidi Leatherwood, Town Clerk