

THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (“the Amendment”) is entered into this ___ day, of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ALKU, LLC**, a corporation authorized to do business in Colorado (the “Contractor”). The County and the Consultant are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated March 21, 2025, (the “Contract”) for work that requires strategic and technical expertise in ADP and UKG technologies with a maximum contract amount of ninety-five thousand dollars and zero cents (\$95,000.00) and term of March 11, 2025, through March 10, 2028; and

WHEREAS, the Parties entered into a First Amendment to the Contract dated May 9, 2025, and Second Amendment to the Contract dated _____, 2025, to update the payment terms; and



WHEREAS, the Parties have agreed to amend the Contract for the third time to increase the Maximum Contract Expenditure in the amount of two hundred seventy-nine thousand four hundred dollars and zero cents (\$279,400.00); and

WHEREAS, the Parties now have determined that additional clarifications are needed.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

- 1. Paragraph 4 of the Contract is hereby amended to read:

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **THREE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$374,400.00)**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

- 2. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be

deemed also to refer to this Third Amendment.

3. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
4. The remainder of the Contract shall remain in full force and effect.

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