

**FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
INCEED, LLC**

THIS FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and 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 **INCEED, LLC**, authorized to do business in Colorado (the “Consultant”). The County and Consultant are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated October 7, 2025, (PCS) for contracting staffing services for a Principal Systems Analyst; and

WHEREAS, the Parties originally agreed to a maximum contract expenditure of forty-six thousand seven hundred sixty-eight dollars and zero cents (\$46,768.00) and term from October 13, 2025, to December 5, 2025; and

WHEREAS, the Parties now desire to amend the Contract by adding funds in the amount of two hundred thirty-two thousand five hundred seventy-six dollars and zero cents (\$232,576.00) and extending the term through August 31, 2026; and

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section 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 **two hundred seventy-nine thousand three hundred forty-four dollars and zero cents (\$279,344.00)**. The funds appropriated for this First Amendment are **two hundred thirty-two thousand five hundred seventy-six dollars and zero cents (\$232,576.00)** for approximately December 2025 through August 2026. 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 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. Section 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on **October 13, 2025**, and terminate at 11:59 p.m. on **August 31, 2026**. This Agreement and any SOSA executed that references this Agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made

available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

3. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.
4. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

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