# FIRST AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND FORCEMETRICS

THIS FIRST AMENDMENT to the PUBLIC CONTRACT FOR SERVICES (the "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 ("County"), on behalf of THE DOUGLAS COUNTY SHERIFF'S OFFICE ("DCSO") and FORCEMETRICS, a corporation authorized to do business in Colorado (the "Contractor").

#### **RECITALS**

**WHEREAS**, the County is undertaking certain activities for a web-based application software program providing unified search capabilities, visualizations of public safety data, and data linkage from multiple existing data sources related to community impact, operational efficiencies, and performance metrics in order to identify community needs, measure success and mitigate risks and standard support services; and

**WHEREAS**, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Contractor and the Douglas County Sheriff's Office entered into a public service contract dated January 23, 2024 for the period of January 1, 2024 through August 31, 2025; and

**WHEREAS**, the Contractor and the Douglas County Sheriff's Office now desires to extend the Contract for the period of September 1, 2025 through December 31, 2026; and

**WHEREAS**, the County has named a new Authorized Representative and now desires to revise Section 1, LINE OF AUTHORITY and Section 16, NOTICES; and

**WHEREAS**, the County and the Contractor now desires to revise Section 3, COMPENSATION; and

**WHEREAS**, the County and the Contractor now desires to revise Section 4, MAXIMUM CONTRACT LIABILITY; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, the parties hereto mutually agree to modify the following:

- 1. Section 1, **LINE OF AUTHORITY** of the Contract is now modified as follows: *Division Chief Michael McIntosh*, is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Contract.
- 2. Section 3, **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in the *updated* Exhibit B, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.
- 4. Section 4, MAXIMUM CONTRACT EXPENDITURE is amended as follows: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the Maximum Contract Liability for this Contract is *ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS (\$124,880.00)*. The funding will be provided through the Douglas County Sheriff's Office Data Diversion Project, awarded grant funds from the Office of Civil and Forensic Mental Health in the Colorado Department of Human Services and the Competency Fines Committee. 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 Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- 5. Section 5, **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on September 1, 2025 and terminate at 12:00 a.m. on December 31, 2026.
- 6. Section 16, **NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:

Douglas County Sheriff's Office

ATTN: Michael McIntosh, Division Chief

9250 Zotos Drive

Highlands Ranch, CO 80129 Telephone: (303) 660-7531 Email: mmcintosh@dcsheriff.net

7. All remaining terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Contractor have executed this Contract as of the above date.

#### **FORCEMETRICS**

BY:	ATTEST: (if a corporation)	
Printed Name:		
Title:	Title:	
DATE:	<u> </u>	
Signature of Notary Public Required:		
STATE OF )		
STATE OF		
The foregoing instrument was acknowledged before	e me this day of, 2025, by	
(Name of individua	l signing document).	
Witness my hand and official seal		
	Notary Public	
	My commission agnires:	

### **BOARD OF COUNTY COMMISSIONERS DOUGLAS COUNTY SHERIFF'S OFFICE: OF DOUGLAS COUNTY:** BY:\_\_\_\_ BY: \_\_\_\_\_ Darren Weekly Abe Laydon Chair Sheriff DATE: \_\_\_\_\_ DATE: **ATTEST: APPROVED AS TO CONTENT:** Douglas J. DeBord Clerk to the Board County Manager DATE: \_\_\_\_\_ DATE:\_\_\_\_\_ APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM:

Kelly Dunnaway

Deputy County Attorney

DATE:\_\_\_\_\_

Christy Guthrie

Assistant Director of Finance

DATE: \_\_\_\_\_

## Exhibit B METHOD OF PAYMENT

## **Renewal Pricing**

Douglas County Sheriff's Office, CO			
Solution	Detail	Quantity	Cost
ForceMetrics	16 Month Renewal (9/1/25 to 12/31/26)	1	\$124,880.00
Total Fee			\$124,880.00