

FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES (the "FIRST Amendment") is made and entered into this **1** day of **January 2025**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), **EMPOWER RETIREMENT LLC**, authorized to do business in Colorado ("Empower").

WHEREAS, the County and the Consultant entered into a certain Public Contract for Services July, 3, 2024 (the "Contract"); and

WHEREAS, the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of **SIXTY NINE THOUSAND TWO HUNDRED DOLLARS (\$69,200.00)** for fiscal year 2025; and

WHEREAS, the County and the Contractor desire now to increase the Maximum Contract Expenditure and extend the Term of the Contract; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

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

1. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$134,200.00)**. The amount of funds appropriated for this First Amendment is **SIXTY NINE THOUSAND TWO HUNDRED DOLLARS (\$69,200.00)** for fiscal year 2025. 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. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **July 3, 2024** and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original term 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. The remainder of the Contract shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

WITNESS WHEREOF, the County and Consultant have executed this Amendment as of the date first above written.

[EMPOWER RETIREMENT LLC]

BY: 
Robert Dwyer

TITLE: Vice President, Government Markets

DATE: 1/8/2025

Signature of Notary Public Required:

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 8th day of January 2025,
by Robert Dwyer.

Witness my hand and official seal


Notary Public

My commission expires: 10/6/2027

YEKATERINA LIVITS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034033895
MY COMMISSION EXPIRES 10/06/2027

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____

Abe Laydon

Chair

ATTEST:

By: _____

Hayley Hall

Clerk to the Board, Clerk & Recorder

APPROVED AS TO CONTENT:

By: _____

Laura Leary

Human Resources Director

DATE: _____

APPROVED AS TO FISCAL CONTENT:

By: _____

Andrew Copland

Director of Finance

DATE: _____

APPROVED AS TO CONTENT:

By: _____

Doug DeBord

County Manager

DATE: _____

APPROVED AS TO LEGAL CONTENT:

By: _____

Christopher Pratt

County Attorney

DATE: _____