

FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

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

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated February 14, 2025, (the “Contract”) to recruit a Support Specialist II, with a maximum contract expenditure amount of sixty-seven thousand six hundred dollars and zero cents (\$67,600.00) for fiscal year 2025 and term January 1, 2025, through June 30, 2025; and

WHEREAS, the Parties have agreed to amend the Contract a first time by (i) increasing the maximum contract expenditure by seventy-two thousand eight hundred dollars and zero cents (\$72,800.00), (ii) extending the term through December 31, 2025, and (iii) updating the payment terms; and

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

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

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 total amount of funds appropriated for this Contract is **ONE HUNDRED FORTY THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$140,400.00)**. The funds appropriated for this First Amendment are **SEVENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$72,800.00)** 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. Paragraph 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the term of this Contract shall

commence as of 12:01 a.m. on this **JANUARY 1, 2025**, 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. **Exhibit B** is replaced with **Exhibit B-1**.
4. **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.
5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
6. The remainder of the Contract shall remain in full force and effect.

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Exhibit B-1
METHOD OF PAYMENT

FEES and INVOICING: The Consultant agrees to a fee of seventy dollars and zero cents per hour worked, (\$70/hour) starting on or before August 1, 2025, and shall bill the County only for time actually worked. Any time worked over 40 hours per week is paid at the straight named rate, there is no time and a half for overtime. Further, the County, through its Authorized Representative, may establish additional fees and rates as reasonably necessary for the Consultant personnel that may be needed to perform work herein. Any work by Mr. Fields outside of Exhibit A – SCOPE OF SERVICES which results in a change in cost estimates or substitution of materials requires written approval in advance via change control by County's Authorized Representative. Any such change control shall be subject to the maximum contract expenditure set forth in Section 4 of this Contract unless otherwise expressly agreed upon in writing.

Invoicing shall occur once each calendar month. Invoices will be provided to the County, Attn: Tiny Zapfe, tzapfe@douglas.co.us with cc to IT Business Services ITBusinessServices@douglas.co.us. Payment will be made pursuant to this Contract, Invoicing Procedures.

CONTRACT TO HIRE: The County has the right to offer the Consultant a regular full-time position at any time. The negotiation of salary and other benefits for the full-time position is strictly between the Parties. The County agrees to pay the recruiting firm an appropriate fee for recruiting and conversion according to the salary accepted by the Consultant and the following schedule:

Conversion Time	Conversion Fee
0 to 30 Days	20% of hiring salary
31 to 60 Days	15% of hiring salary
61 to 90 Days	12% of hiring salary
91 to 120 Days	9% of hiring salary
121 to 150 Days	6% of hiring salary
151 to 180 Days	3% of hiring salary
After 180 Days	No Fee

The negotiation of salary and other benefits for the full-time position is strictly between Mr. Fields and the County. The County agrees to pay a fee per the above of the starting salary stated in the employment offer letter.

WARRANTY: If the Consultant secured through the Consultant is terminated for any reason from employment with the Client within the first thirty (30) days of the employee start date, the Consultant will refund the direct hire fee to the County within thirty (30) days. If the Consultant secured through the Consultant voluntarily terminates employment with the County or is involuntarily terminated for cause by the County within the first sixty (60) calendar days of the employee start date, the Consultant will refund the direct hire fee to the County within thirty (30) days.

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