

THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (“the Amendment”) is 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 **EMERGENCY SYSTEMS COMPLIANCE SERVICES LLC** (the “Contractor”). The County and the Contractor hereinafter are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a certain Contract (IFB #033-21) dated December 28, 2021, (the “Contract”) to provide Annual Planned Maintenance and Load Bank Testing on Generators at Various County Facilities, with maximum contract amount twenty-four thousand two hundred dollars and no cents (\$24,200.00) and term January 1, 2022, through December 31, 2022; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated January 27, 2022, to (i) increase the maximum contract expenditure by eleven thousand dollars and no cents (\$11,000.00) for fiscal year 2022, for total amount thirty-five thousand two hundred dollars and no cents (\$35,200.00), and (ii) amend the term to December 28, 2021, through December 31, 2022; and

WHEREAS, the Parties entered into a Second Amendment to Public Contract for Services dated February 14, 2023, to (i) increase the maximum contract expenditure by thirty-seven thousand nine hundred twenty-six dollars and no cents (\$37,926.00) for fiscal year 2023, for total amount seventy-three thousand one hundred twenty-six dollars and no cents (\$73,126.00), (ii) amend the term to December 28, 2021, through December 31, 2024, and (iii) update the payment terms Exhibit B to Exhibit B-2; and

WHEREAS, the Parties entered into a third amendment to Public Contract for Services dated January 2, 2024, (erroneously titled First Amendment to Contract) to (i) increase the maximum contract expenditure by forty-one thousand five hundred forty-five dollars and twenty cents (\$41,545.20) for fiscal year 2024 (erroneously stated as \$10,511.00), for new total amount one hundred fourteen thousand six hundred seventy-one dollars and twenty cents (\$114,671.20) and (ii) update the payment terms Exhibit B to Exhibit B-2; and

WHEREAS, the Parties desire to amend the third amendment title and Maximum Contract Expenditure; and

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

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

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

1. The third amendment to Public Contract for Services dated January 2, 2024, (erroneously titled First Amendment to Contract) is hereby amended to the title:

“Third Amendment to Public Contract for Services”.

2. 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 FOURTEEN THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS (\$114,671.20)**. The funds appropriated for this Third Amendment are **FORTY-ONE THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND TWENTY CENTS (\$41,545.20)** for fiscal year 2024. 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.

3. Exhibit B-2 attached and incorporated with the third agreement amendment to Public Contract for Services dated January 2, 2024, (erroneously titled First Amendment to Contract) is replaced with Exhibit B-3, attached hereto and incorporated herein.
4. **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.
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-3

Annual Total for Services in 2024 = \$41,545.20

Invoices are Net30 and will be processed upon receipt.

PREFERRED METHOD: Email ffessadmin@douglas.co.us

The County provided the following Purchase Orders to the Contractor:

Purchase Order No.	Requested Date	Vendor No.	Department No.	Dollar Amount (USD)
2024064	2/5/2024	1567951	19150	\$11,580.00
2024062	2/5/2024	1567951	19100	\$16,549.00
2024207	3/7/2024	1567951	19100	\$13,416.20
				\$41,545.20