

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 **MUG-A-BUG, INC** (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 Contract (IFB #046-21) dated March 2, 2022 (the “Contract”) to provide Monthly Pest Control Services at Various County Facilities, with a maximum contract expenditure amount of fifty thousand dollars and no cents (\$50,000.00) and term January 1, 2022, through December 31, 2022; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated February 21, 2023, increasing the maximum contract expenditure by fifty thousand dollars and no cents (\$50,000.00) for a total amount of one hundred thousand dollars and no cents (\$100,000.00), amending the term to January 1, 2023, through December 31, 2023; and updating the payment terms Exhibit B to Exhibit B-1; and

WHEREAS, the Parties entered into an agreement (“Second Amendment”) to Public Contract for Services dated November 26, 2024, increasing maximum contract expenditure by fifty thousand dollars and no cents (\$50,000.00) for a total amount of one hundred fifty thousand dollars and no cents (\$150,000.00), and amending the term to January 1, 2022, through December 31, 2025. A copy of the Second Amendment is attached and incorporated herein by reference as Exhibit D; and

WHEREAS, the Parties have agreed to amend the Contract a third time by increasing the Maximum Contract Expenditure, deleting the Illegal Aliens language, and changing the payment terms; and

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

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 **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)**. The funds appropriated for this Third Amendment are **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** 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 10 of the Contract is hereby amended to read:

(Omitted).

3. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-2**, incorporated herein by this reference.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, Second Amendment, and Third Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 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.

(Remainder of Page Intentionally Blank)

EXHIBIT B-2

Preferred Method for Invoices – Email: ffessadmin@douglas.co.us

TOTAL Price for 2025 Scheduled Pest Control Services = \$37,524.00 (12 Months @ \$3,127.00/Month)

All invoices will be processed on a monthly basis and paid by Douglas County Purchasing Card