FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FIRST 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 ROBERT HALF 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 dated February 10, 2025, (the "Contract") for temporary staffing support for the Budget Department to implement Dynamics 365, with a maximum contract expenditure amount of fifty-eight thousand seven hundred and fifty-two dollars and zero cents (\$58,752.00) for fiscal year 2025 and term February 10, 2025, through May 31, 2025; and

WHEREAS, the Parties have agreed to amend the Contract a first time by increasing the Maximum Contract Expenditure by two hundred twenty-four thousand six hundred forty dollars and zero cents (\$224,640.00) and extending the Term to May 31, 2026; 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 TWO HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$283,392.00). The funds appropriated for this First Amendment are TWO HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$224,640.00) 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 **FEBRUARY 10, 2025**, and terminate at 12:00

a.m. on MAY 31, 2026. 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. **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.
- 4. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
- 5. The remainder of the Contract shall remain in full force and effect.

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