

Town of Mead, Colorado
FOURTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Outsourced Professional Human Resources Services

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“Fourth Amendment”) amends the Agreement for Professional Services entered into by and between **PRECISION EMPLOYMENT CONSULTING, LLC**, a Colorado limited liability company with offices at 5175 E. Atlantic Place, Denver, CO 80222 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated January 13, 2020 as amended by that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second and Third Amendments (collectively, the “PSA”), pursuant to which Contractor has been providing professional human resources services for the Town and which is scheduled to terminate on December 31, 2022; and

WHEREAS, Section II.A of the PSA allows the Parties to mutually agree in writing to extend the term of the PSA, and Section XII.F of the PSA requires any contract modifications to be in writing and signed by both Parties; and

WHEREAS, the Parties desire to extend the term of the PSA such that the Contractor may continue to provide human resources services to the Town through December 31, 2023.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the PSA shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the PSA by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the PSA remain in full force and effect.
3. **Term.** Section II.A of the PSA is hereby amended to read in full as follows:
 - A. **Term.** This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue through and including **December 31, 2023** (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.
4. **Not-to-Exceed Amount.** The Not-to-Exceed Amount in Section IV.A of the PSA is hereby set at **ninety-five thousand dollars and no cents (\$95,000.00)** for services rendered during calendar year 2023. Any increase in the Not-to-Exceed Amount set forth in the PSA shall be set forth in a written contract modification executed by both Parties.
5. **EXHIBIT A SCOPE OF SERVICES AND COMPENSATION.** Exhibit A to the PSA is hereby

superseded and replaced by Exhibit A attached to this Fourth Amendment.

6. **Updated Certificate of Insurance (COI).** Contractor agrees to provide the Town with an updated Certificate of Insurance evidencing that all policies of insurance required by Section VII. of the PSA are in full force and effect prior to providing any Services to the Town in calendar year 2023.
7. **Conflict.** This Fourth Amendment is and shall be construed as part of the PSA. In the case of any inconsistency between this Fourth Amendment and the PSA, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Fourth Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fourth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fourth Amendment may be executed by electronic signature, and that any electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to Agreement for Professional Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Fourth Amendment.

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SIGNATURE PAGE FOLLOWS

THIS FOURTH AMENDMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO:

ATTEST:

Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

PRECISION EMPLOYMENT CONSULTING, LLC:

By: _____
Elaine Alberding, Owner

Date of execution: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Fourth Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 202__, by Elaine Alberding as the owner/managing member of Precision Employment Consulting, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

[SEAL]
