

**Town of Lyons, Colorado
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH
PRECISION EMPLOYMENT CONSULTING, INC.**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and PRECISION EMPLOYMENT CONSULTING, INC. with offices at 5175 E. Atlantic Place, Denver, CO 80222 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, the Town has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, pursuant to Resolution 2021-116, the Town and Contractor entered into that certain Professional Services Agreement dated February 12, 2021 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **SIX THOUSAND DOLLARS (\$6,000) in fiscal year 2021** for human resources support services (the "Services"); and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, Section 4.1 of the Agreement states that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriations; and

WHEREAS, the Parties desire to enter into an amendment to the Professional Services Agreement in order to extend the term of the Professional Services to December 31, 2023 and increase the maximum compensation amount.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein 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 Agreement remain in full force and effect.
3. **Contract Sum and Payment.** The second sentence of Section 2.1 of the Original Agreement entitled "Commencement of and Compensation for Services" is hereby amended to read in full as follows:

Compensation to be paid hereunder shall not exceed **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00)** unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

4. **Term. Term.** Section 4.1 is amended as follows:

This Agreement shall be effective on the **9th of November at 12:01 a.m.** (the "Effective Date"), and shall terminate at the earlier of the date on which all obligations of parties have been met (to include all Services have been completed) or **11:59 p.m. on the 31st day of December 2023**, or on a prior date of termination permitted by this Agreement; provided, however, that the parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, including the indemnification obligations and any warranty obligations, shall remain in effect past termination.

5. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this First Amendment.
6. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this First Amendment and the Original Agreement, 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 First Amendment shall control.
7. **Counterparts.** Facsimile or Electronic Signature; Authority. The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or 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 First Amendment to the Professional Services Agreement with Precision Employment Consulting for Human Resources Support Services to be effective as of the date of 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 First Amendment.

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

[Signature Page Follows]

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:

Dolores M. Vasquez, CMC, Town Clerk

By: _____
Hollie Rogin, Mayor

Date of execution: _____, 2023

PRECISION EMPLOYMENT, INC.:

By: _____

Printed name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me
this ____ day of _____, 2023, by _____ as _____ of
Precision Employment, Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: _____.

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