

**SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**

**THIS SECOND AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES** (the "Second Amendment") is made and entered into this **1st day of January 2026**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **EMPOWER RETIREMENT, LLC**, authorized to do business in Colorado ("Empower").

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services July 3, 2024 (the "Contract"); and

**WHEREAS**, the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)** for the Term July 3, 2024 to December 31, 2024; and

**WHEREAS**, the County and the Contractor subsequently amended the Contract on January 1, 2025 ("First Amendment") increasing the Maximum Contract Expenditure for services in the amount of **SIXTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$69,200.00)** for fiscal year 2025; and

**WHEREAS**, the County, in auditing of the 2025 expenditure amount to the original MSA agreement, determined the 2025 dollar amount was calculated on 6 months as opposed to 12 months, resulting in an additional **EIGHTY THREE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$83,380.00)**, totaling \$152,580 for fiscal year 2025; and

**WHEREAS**, the County and the Contractor hereby desire to further extend the Term and increase the Maximum Contract Expenditure by an additional **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00)** for fiscal year 2026; and

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

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. 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 **THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$377,580.00)**. The amount of funds appropriated for this Second Amendment is **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00)** for fiscal year 2026. 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. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **July 3, 2024**, and terminate at 12:00 a.m. on **December 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. The remainder of the Contract shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

WITNESS WHEREOF, the County and Consultant have executed this Amendment as of the date first above written.

[EMPOWER RETIREMENT, LLC]

BY: *Robert Dwyer*

TITLE: *Gen President*

DATE: *3/10/2026*

Signature of Notary Public Required:

STATE OF Colorado

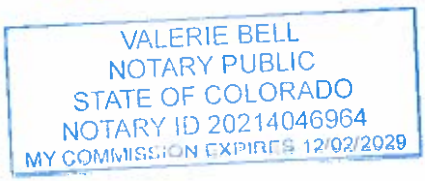
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by Robert Dwyer,

Witness my hand and official seal

*Valerie A. Bell*  
Notary Public

My commission expires: 12/02/2029



**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**By:** \_\_\_\_\_

**George Teal**

**Chair**

**ATTEST:**

**By:** \_\_\_\_\_

**Hayley Hall**

**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

**By:** \_\_\_\_\_

**Laura Leary**

**Human Resources Director**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**By:** \_\_\_\_\_

**Christie Guthrie**

**Director of Finance**

**DATE:** \_\_\_\_\_

**APPROVED AS TO CONTENT:**

**By:** \_\_\_\_\_

**Doug DeBord**

**County Manager**

**DATE:** \_\_\_\_\_

**APPROVED AS TO LEGAL CONTENT:**

**By:** \_\_\_\_\_

**Christopher Pratt**

**County Attorney**

**DATE:** \_\_\_\_\_