

**SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
INCEED, LLC**

THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **INCEED, LLC**, authorized to do business in Colorado (the “Consultant”). The County and Consultant are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated October 7, 2025, (PCS) for contracting staffing services for a Principal Systems Analyst, with a maximum contract expenditure \$46,768.00 and term from October 13, 2025, through December 5, 2025; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated November 18, 2025, to increase the maximum contract expenditure by \$232,576.00 for a total amount of \$279,344.00 and extend the term through August 31, 2026; and

WHEREAS, the Parties now desire to amend the Contract by adding funds in the amount of one hundred four thousand nine hundred twelve dollars and zero cents (\$104,912.00) and extending the term through December 31, 2026; and

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section 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 amount of funds appropriated for this Contract is **three hundred eighty-four thousand two hundred fifty-six dollars and zero cents (\$384,256.00)**. The funds appropriated for this Second Amendment are **one hundred four thousand nine hundred twelve dollars and zero cents (\$104,912.00)** for approximately September 2026 through December 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. Section 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on **October 13, 2025**, and terminate at 11:59 p.m. on **December 31, 2026**. This Agreement and any SOSA executed that references this Agreement 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, First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.
4. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

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