

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
ELECTRONIC WASTE RECYCLING PROGRAM
AMENDMENT NUMBER TWO (2)
PURCHASE ORDER NUMBER: (NEW)
ACCOUNT NUMBER: 32500.450240**

THIS 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 TECHNO RESCUE, LLC (the “Vendor”).

WHEREAS, the County and the Vendor entered into a certain Public Contract for Services dated **April 13, 2021** (the “Contract”); and

WHEREAS, the County and the Vendor originally agreed to a Maximum Contract Expenditure for services in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

WHEREAS, the County and the Consultant entered into Amendment Number One (1) on March 12, 2024, increasing the compensation by an additional Eighty Thousand Dollars, for a total Maximum Contract Expenditure of **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000)**;

WHEREAS, the County and the Consultant desire to further amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant. Compensation for the additional work associated with this Amendment Number Two (2) shall be **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**; and

WHEREAS, the County and the Vendor desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Vendor and extending the contract term; 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. 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 THIRTY THOUSAND DOLLARS (\$330,000.00)**. 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 Vendor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$150,000.00

PREVIOUSLY APPROVED PCS REVISIONS: \$ 80,000.00

TOTAL FOR ALL PCS REVISIONS (TO DATE): \$ 230,000.00

TOTAL FOR ORIGINAL PCS: \$ 100,000.00

GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 330,000.00

ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.

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2. Section 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 January 1, 2021 and terminate at 12:00 a.m. on January 1, 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.

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

TECHNO RESCUE, LLC

BY: _____

TITLE: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

APPROVED AS TO CONTENT:

APPROVED BY DEPARTMENT:

DOUGLAS J. DEBORD DATE
County Manager

JANET HERMAN, P.E. DATE
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND DATE
Director of Finance

CHRIS PRATT DATE
Senior Assistant County Attorney