

**FIRST AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES**

**THIS FIRST AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES** (the "First Amendment") is made and entered into this 1<sup>st</sup> day of January 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **Cook Street Consulting, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC.**

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated **January 1, 2024** ((the "Contract for RFP 024-23); and

**WHEREAS**, the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of **SIXTY THOUSAND DOLLARS (\$60,000)** for fiscal year 2024, and

**WHEREAS**, the County and the Contractor now desire to extend the term and amended the Maximum Contract Expenditure in the amount of **SIXTY THOUSAND DOLLARS (\$60,000)** for fiscal year 2025, 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 **ONE HUNDRED TWENTY THOUSAND Dollars (\$120,000.00)**. The amount of funds appropriated for this First Amendment is **SIXTY THOUSAND DOLLARS (\$60,000.00)** for fiscal year 2025. 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 **January 1, 2024, and** terminate at 12:00 a.m. on **December 31, 2025.** 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.

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

**Cook Street Consulting, a separate business unit within Morgan Stanley Institutional Investment Advisors LLC.**

BY: *Scott McIntosh*

TITLE: Executive Director

DATE: 1/8/2025

**Signature of Notary Public Required:**

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2025, by Scott McIntosh.

Witness my hand and official seal

*Erica Ray*  
Notary Public

My commission expires: March 3, 2026

Erica Ray  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174030862  
MY COMMISSION EXPIRES March 3, 2026

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

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

**Abe Laydon**

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

**Andrew Copland**

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