

## SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “2<sup>nd</sup> Amendment”) is entered into as of this first day of July 2025, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and Katie Nester (the “Contractor”).

**WHEREAS**, the County and the Contractor entered into a certain Public Contract for Services dated October 1, 2023 (the “Contract”) at an amount not to exceed \$100,000.00; and

**WHEREAS**, the County and the Contractor originally agreed to a Contract ending on June 30, 2024; and

**WHEREAS**, the Parties executed the first Amendment dated July 1, 2024, to increase the maximum contract expenditure to \$199,999.00 and extend the term to June 30, 2025; and

**WHEREAS**, the work undertaken by the Contractor will now continue until June 30, 2026; and

**WHEREAS**, the County and the Contractor desire to amend the Contract by modifying the Term of Service and maintaining the current hourly rate(s); 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 total amount of funds appropriated for this Contract is Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$299,999.00). The funds appropriated for this Amendment is One Hundred Thousand Dollars (\$100,000.00) 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. 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 October 1, 2023 and terminate at 12:00 a.m. on June 30, 2026. This Contract, at the option of the County, may be renewed for additional

term, if notice is given to the Contractor by the County on or before June 1st of the current term. 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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**Date**

**County Attorney/Assistant County Attorney**