

SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (the “Second Amendment”) is made and entered into as of this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SUMMIT PRO RODEO** (the “Contractor”). The County and the Contractor, hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated January 28, 2025 (the “Contract”) to provide services for the Professional Rodeo Cowboys Association (PRCA) Rodeos per IFB #033-24 and the annual Fair & Rodeo with a maximum contract amount of \$102,735.00 and a term of January 1, 2025, to December 31, 2025; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated January 28, 2025, to increase the maximum contract expenditure by \$15,950.00 for a total amount of \$118,685.00, update the scope of work, and update the payment terms; and

WHEREAS, the Parties desire to amend the Contract a second time by increasing the Maximum Contract Expenditure, extending the Term, updating the scope of work, and updating the payment terms; 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. Paragraph 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 FIFTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$252,850.00)**. The funds appropriated for this Second Amendment are **ONE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$134,165.00)** for the 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 the Contractor. 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. Paragraph 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, 2025**, and terminate at 12:00 a.m. on **December 31, 2026**. This Contract, at the option of the County, may be renewed for

one or more successive terms if notice is given to the Contractor by the County on or before December 1, 2026, 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. Exhibit A-1 of the Contract is replaced with **Exhibit A-2**, incorporated herein by this reference.
4. Exhibit B-1 of the Contract is replaced with **Exhibit B-2**, incorporated herein by this reference.
5. **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.
6. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

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EXHIBIT A-2
SCOPE OF WORK

Rodeo Stock Contractor shall produce one (1) Professional Rodeo Cowboys Association (PRCA) rough stock special section, and a three (3) Performance PRCA-sanctioned rodeo (including three (3) slack sessions) for the 2026 Fair & Rodeo. Commencing on the 30th day of July 30, 2026, at the Douglas County Fairgrounds, Castle Rock, CO. Dates as follows:

Thursday, July 30, 2026 – special section

Friday, July 31, 2026 – rodeo performance

Saturday, August 1, 2026 – rodeo performance

Sunday, August 2, 2026 – rodeo performance

Slack, TBD

Douglas Co Fair has the option to renew the Contract annually through 2029 at a price renegotiated each year.

Performance rodeos to include the following seven (7) major rodeo events: Bareback, Steer Wrestling, Team Roping, Saddle Bronc Riding, Tie-Down Roping, Women's Barrel Racing, and Bull Riding. Entry limits are to be mutually determined at a later date when more information is available.

Rodeo Stock Contractor shall furnish all supervision, quality stock, personnel, and equipment necessary to operate and organize Special Section, all rodeo productions, and slack, including, but not limited to the following:

- Three (3) Slack Sessions at a time agreed upon with Fair Management.
- Qualified stock selection to cover all entries (including re-rides).
- Quality of stock must have the same quality as any other rodeo of similar size during the terms of this agreement.
- Provide Barriers, Flags, and Banners as needed.
- Provide all livestock to ensure a competitive and exciting Professional Rodeo.
- Responsible for all injuries to or loss of livestock.
- Responsible for the proper disposal of any dead livestock.
- Down time between the events and contestants is expected to be held to a minimum. Responsible for ensuring the required livestock is fed and watered appropriately. Responsible for payout distribution reports to the PRCA for

contestants as required.

- 1 Judges Flag Horse.
- Two (2) Timers.
- Rodeo Secretary.
- Two (2) Pickup Men.
- Two (2) Bullfighters.
- Clown / Funnyman.
- Sound Technician.
- Announcer.
- Appropriate Rodeo Labor to include sorting, pulling chute gates, both timed event and rough stock striping chute, untie calves, work timed event chute, loading, and flanking of rough stock animals.
- All personnel and equipment shall be subject to the approval of the County and Professional Rodeo Cowboys Association (PRCA), and shall comply with said Association's rules and regulations.
- A minimum of one (1) authorized representative onsite while the Rodeo Stock Contractor's property is on the Douglas County Fairgrounds property. This representative must be authorized to take immediate action and respond immediately to requests made by the Fairgrounds Management and must be identified to the Fair Management prior to setting up equipment.
- Responsible for attending periodic Rodeo Committee Meetings or being available via conference call during the meeting.
- Responsible for lodging required for all Rodeo Stock Contractor staff and employees.
- Responsible for ensuring that their employees who are in contact with the public are attired in clean uniforms/clothing at all times.
- Responsible for providing concrete management philosophies, practices, and policies for all employees to ensure professional personnel actions during the execution of this contract. Management will operate in a manner that enhances the Fair and Rodeo for the public.
- Responsible for ensuring the required livestock are fed and watered appropriately.
- The Rodeo Stock Contractor's management must be professional, approachable, and cooperative while working in conjunction with Douglas County Fair Management and volunteers of the Fair and Rodeo.

- One owner or authorized representative shall be in attendance for all three performances and slack.

County to Provide:

Four (4) hotel rooms for four (4) nights (total of 16 nights).

**EXHIBIT B-2
METHOD OF PAYMENT**

The County shall pay the Contractor as follows:

One (1) Professional Rodeo Cowboys Association Rough Stock Special Section and Three (3) PRCA Sanctioned Rodeos (including Three (3) slack sessions)

One lump sum not to exceed one hundred thirty-four thousand one hundred sixty-five dollars and zero cents (\$134,165.00) upon completion of all Services by the Contractor.

A maximum of one hundred eleven (111) animal runs for the following timed events: Tie Down, Steer Wrestling, and Team Roping. Per PRCA Rules, we are not allowed to cap entries in these three timed events. In the case where animal runs exceed 111, the Contractor is to be paid sixty dollars and zero cents (\$60.00) per run, with prior County approval.

In the event that Douglas County makes any significant change to the scope of the 2026 rodeo that impacts the costs to Summit Pro Rodeo, Summit Pro Rodeo reserves the right to request a Contract price adjustment.