

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 **SKY RIDE LLC dba SKY RIDE COLORADO**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into a Public Contract for Services (resulting from a portion of the award related to RFQ #006-24) dated August 27, 2024, (the “Contract”) to provide Transportation, as specified, related to the Council, Statement of Work #6, with a maximum contract expenditure of \$99,901.95 and Term from August 28, 2024, through December 31, 2025; and

WHEREAS, the Parties entered into a first amendment to the Contract dated March 10, 2025, (the “First Amendment”) to add evaluation metrics to be reported quarterly and adjust the reporting timeline; and

WHEREAS, the Parties desire to amend the Contract by (i) increasing funds in the amount of \$99,901.95 for a new total amount of \$199,803.90, (ii) extending the Term through December 31, 2026, (iii) updating the scope of services exhibit; and (iv) updating the method of payment exhibit; and

WHEREAS, the Parties now have determined that additional clarifications are needed.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 1 of the Contract is hereby amended to read:

LINE OF AUTHORITY: Christie Guthrie, Douglas County Director of Finance, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

2. 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 **ONE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED THREE DOLLARS AND NINETY CENTS (\$199,803.90)**. The amount of funds appropriated for this Second Amendment is **NINETY-NINE THOUSAND NINE HUNDRED ONE DOLLARS AND NINETY-FIVE CENTS (\$99,901.95)**. for the Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided in Exhibit B to the Contract. The County is not under obligation to make any future apportionment or allocation to the 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.

3. Section 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the Term of the Contract shall commence upon approval of the Board of County Commissioners at a business meeting and terminate at 11:59 p.m. on **DECEMBER 31, 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.

4. Section 16 of the Contract is hereby amended to replace the contact information for Douglas County Government, Finance Department only and all other terms and conditions, including contact information for the Parties, are to remain unchanged and in full force and effect.

Douglas County Government, Finance Department
Attn: Christie Guthrie
100 Third Street, Suite 130
Castle Rock, Colorado 80104
Ph: (303) 663-6227
E-mail: cguthrie@douglas.co.us

5. Exhibit A is updated to add the following language with the remainder of the exhibit unmodified:

Evaluation: The Contractor in partnership with the Omni Institute will establish a set of evaluation metrics aligned with the Scope of Services. The Contractor will report on these metrics to the Council on a quarterly basis or as otherwise agreed upon in writing.

6. **Exhibit B** is replaced with **Exhibit B-1**.
7. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, and 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.
8. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

(Remainder of Page Intentionally Blank)

Exhibit B-1
METHOD OF PAYMENT

The initial payment allocated for the transportation statement of work for Sky Ride LLC, dba Sky Ride Colorado, was \$99,901.95. This Second Amendment adds \$99,901.95 for new total amount of funds: \$199,803.90

Payments will be disbursed as follows:

- **50% (\$49,951)** upon execution of the agreement.
- **50% (\$49,950.95)** following a successful mid-year evaluation and review of program progress and financial performance

In addition to providing rides, the initial payment shall allow for the reimbursement for the following:

- purchase of a 10-12 passenger van (\$28,399.00)
- dispatch software (\$4,200.00)
- campaign funds/planning and design (\$1,800.00)
- personnel (\$3,600.00).