

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

AMENDMENT TWO

Aviation Fuel (Jet A) and Avgas (100LL)

THIS AMENDMENT TWO ("Amendment Two") is made this 2 day of January 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ASCENT AVIATION GROUP, INC., D.B.A. WORLD FUEL**, located at One Mill Street, Parish, New York 13131, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 21, 2017, the County entered into Amendment One #2016.375 with Ascent Aviation Group, Inc., d.b.a. World Fuel to provide aviation fuel (Jet A) and avgas (100LL), and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for four months effective December 10, 2017 pursuant to **Section 3 TERM, Paragraph 3.2 Extension Options**.

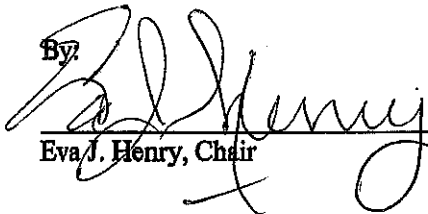
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor for the services furnished under this Amendment Two in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed three hundred four thousand, six hundred eighteen dollars and no cents (\$304,618.00).
2. The term of the Service Agreement is extended for four (4) months effective through March 9, 2018.
3. The Service Agreement, Amendment One and Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement and Amendment One that are not amended or modified by Amendment Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One and Amendment Two the terms, conditions, and provisions of Amendment Two shall prevail.
4. The Recitals contained in Amendment Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

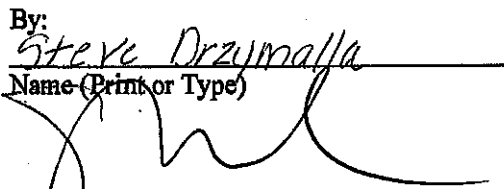
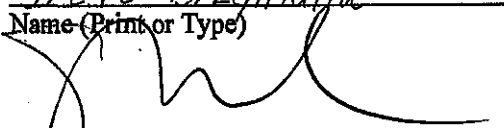
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**


By: 
Eva J. Henry, Chair

January 2, 2018
Date

**CONTRACTOR:
ASCENT AVIATION GROUP, INC.
D.B.A. WORLD FUEL**

By: 
Name (Print or Type)

Authorized Signature

12-14-2017
Date
SUP, Bulk Fuel
Title

ATTEST:
Stan Martin
Clerk and Recorder


APPROVED AS TO FORM
Adams County Attorney's Office

By: 
Attorney Signature