

ADAMS COUNTY, COLORADO
AMENDMENT #2 2017.403 FOR CUSTODIAL SERVICES

THIS AMENDMENT #2 TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2017.403 is entered into this 7 day of March, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Carnation Building Services, located at 631 Salida Way A-3, Aurora, Colorado 80011, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 1, 2015, the County entered into a Professional Service Agreement 2014.310 with Contractor; and,

WHEREAS, on February 23, 2016, the County and the Contractor amended the Service Agreement to extend the term for one additional year; and,

WHEREAS the County and the Contractor mutually desire to amend the Service Agreement to extend it through May 15, 2017.

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 Service Agreement is hereby amended to extend the term of the Agreement through May 15, 2017.
2. The fee schedule shall be \$22,452.79 per month.
3. The Service Agreement and this Amendment #2 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment #, the terms, conditions, and provisions of this Amendment # shall control.
4. The Recitals contained in this Amendment #2 are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment #2 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 this Amendment #2 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 this Amendment #2 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment # 2by 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 this Amendment # 2is determined to be unenforceable or invalid for any reason, the remainder of the Amendment #2 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 this Amendment #2, 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.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

[Signature]
Chair

March 7, 2017
Date

CARNATION BUILDING SERVICES

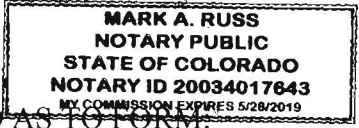
Jonathan Valenzuela
Print Name

General Manager
Print Title

[Signature]
Signature

2-23-17
Date

Subscribed and affirmed before me
in the county of Denver, State of
Colorado, this 23 day of February, 2017.
ATTEST: [Signature]
CLERK AND RECORDER



[Signature]
APPROVED AS TO FORM

[Signature]
Deputy Clerk

[Signature]
County Attorney