

**ADAMS COUNTY, COLORADO**  
**AMENDMENT TWO 2017.642 FOR INTERNAL AUDITOR SERVICES**

THIS AMENDMENT TWO TO PURCHASE OF SERVICE AGREEMENT 2017.642 is entered into this 23 day of January, 2018, 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 Eide Bailly LLP, located at 5299 Denver Tech Center Blvd., Suite 1000, Greenwood Village, CO 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 3, 2015, the County entered into a Purchase of Service Agreement 2014.403 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term, add costs, etc.

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 for one additional year.
2. The fee for services provided shall not exceed \$100,000.00, based on the attached 2018 Eide Bailly Hourly Rates.
3. The Service Agreement and this 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. 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 Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This 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 this 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 this Amendment Two or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this 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 this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the 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 this 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.

ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

Mary Hoop  
CHAIR

January 23, 2018  
Date

EIDE BAILLY LLP

Kimberley K. Higgins  
Print Name

CPA, Partner  
Print Title

Kim Higgins  
Signature

1/16/18  
Date

ATTEST: STAN MARTIN  
CLERK AND RECORDER

Stanna  
Deputy Clerk

APPROVED AS TO FORM:

D. Delet  
County Attorney



### **Eide Bailly 2018 Professional Services Hourly Rates\***

	<b>Audit Fees</b>	<b>Internal Audit Fees</b>
Partner	\$300 - \$450	\$200 - \$350
Sr. Manager/Manager	\$175 - \$300	\$150 - \$300
Sr. Associate/Associate	\$100 - \$175	\$100 - \$200
Administrative	\$ 60 - \$100	

\*Please note these hourly rates are our “standard rates” but not rates we anticipate being able to realize on this engagement; instead, we ensure the job is completed using the most skilled staff for the requisite engagement and do not concern ourselves with their billing rate. We measure our success on a “blended” rate goal.

#### **Fee Philosophy**

Our fees are based on the complexity of the issue and the experience level of the staff members necessary to address it. In the event you request additional services, Eide Bailly will obtain your agreement on fees before such work would commence. In other words, there will be no “surprises” or hidden fees.

**What inspires you, inspires us. Let's talk. [eidebailly.com](http://eidebailly.com)**