

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

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

THIS AMENDMENT THREE ("Amendment Three") is made this 22 day of May 2018, 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 December 10, 2017, the County entered into Amendment Two #2017.397 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 three months effective March 10, 2018 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 Three in accordance with Section 4 Payment and Fee Schedule for an additional sum not to exceed two hundred fifty-one thousand, eight hundred fifty-two dollars and no cents (\$251,852.00).
2. The term of the Service Agreement is extended for three (3) months effective through May 30, 2018.
3. The Service Agreement, Amendment One, Amendment Two, and Amendment Three 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, Amendment One and Amendment two that are not amended or modified by Amendment Three 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, Amendment Two, and Amendment Three the terms, conditions, and provisions of Amendment Three shall prevail.
4. The Recitals contained in Amendment Three are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment Three 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 Three 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 Three or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Three 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 Three is determined to be unenforceable or invalid for any reason, the remainder of Amendment Three 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 Three, 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:

Mary Hadzi
Chair

Date

5-21-18

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

By:

Steve Drzymalla
Name (Print or Type)

Date

05/21/2018

[Signature]
Authorized Signature

SVP, Business Aviation
Title

ATTEST:

Stan Martin
Clerk and Recorder

[Signature]

APPROVED AS TO FORM

Adams County Attorney's Office

By [Signature]
Attorney Signature