

ADAMS COUNTY, COLORADO  
PROFESSIONAL SERVICE AGREEMENT

**AMENDMENT ONE**

Translation and Interpretation Services-County-wide

THIS AMENDMENT ONE ("Amendment One") is made this 13 day of NOV 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 **CESCO LINGUISTIC SERVICES, INC.**, located at 6152 South Tempe Way, Aurora, Colorado 80015, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on September 26, 2017, the County entered into Agreement #RFP 2017-322A with CESCO Linguistic Services, Inc., to provide Translation and Interpretation Services County-wide; and,

WHEREAS, the County and the Contractor mutually desire to amend the Agreement to extend the term for one additional year effective September 26, 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 work furnished under this Amendment One in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed two hundred-thirty thousand dollars, and no cents (\$230,000.00).
2. The term of the Agreement is extended for one (1) additional year effective through September 25, 2019.
3. The Service Agreement, and Amendment One 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 that is not amended or modified by Amendment One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Construction Agreement, and Amendment One the terms, conditions, and provisions of Amendment One shall prevail.
4. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment One 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 One 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 One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment One 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 One is determined to be unenforceable or invalid for any reason, the remainder of Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.
8. Each party represents and warrants that it has the power and ability to enter into Amendment One, 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 Stodge  
Chair

11/13/10  
Date

**CONTRACTOR:  
CESCO LINGUISTIC SERVICES, INC**

By:

STEPHEN LANK  
Name (Print or Type)

11/2/18  
Date

[Signature]  
Authorized Signature

VICE PRESIDENT, TRANSLATION SERVICES  
Title

**ATTEST:**

Stan Martin  
Clerk and Recorder

[Signature]

**APPROVED AS TO FORM  
Adams County Attorney's Office**

By: [Signature]  
Attorney Signature