

ADAMS COUNTY, COLORADO
AMENDMENT #2 2019.313 FOR CUSTODIAL SERVICES

THIS AMENDMENT #2 TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2017.404 is entered into this 14 day of May, 2019, 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 Commercial Cleaning Systems, located at 1485 Lipan Street, Denver, Colorado 80223 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 30, 2017, the County entered into a Purchase of Service Agreement 2017.404 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year.

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 renew/extend the term of the Agreement for one additional year.
2. The annual cost shall be \$1,014,757.92.
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 #1 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 #1 or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment #2 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 #1 is determined to be unenforceable or invalid for any reason, the remainder of the Amendment #1 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


Steven J. Donisio
Chair

5/12/19
Date

COMMERCIAL CLEANING SYSTEMS

Jesus Guerrero
Print Name

Vice President
Print Title

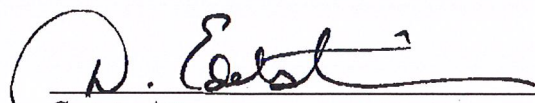

Signature

May 8, 2019
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

Eliannas
Deputy Clerk

APPROVED AS TO FORM:


County Attorney