

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
ADDENDUM TWO

THIS ADDENDUM TO THE SERVICE AGREEMENT (“Addendum”) is entered into this 8th day of January, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the “County,” and **Tom Mills P. S. I., Inc., d.b.a. Sweep Stakes Unlimited**, located at 2548 South Broadway, Denver, Colorado 80210, hereinafter referred to as the “Contractor.” The County and the Contractor may be collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, on December 28, 2012, the County entered into a Service Agreement IFB 2011.134 with **Tom Mills P. S. I., Inc., d.b.a. Sweep Stakes Unlimited**, to provide a Process Server Services, and,

WHEREAS, the County and the Contractor mutually desire to extend option year two of the Service Agreement effective December 29, 2013, pursuant to **Section 2 Extension Option**; and,

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 Addendum in accordance with **Section 3 Payment and Price Schedule Exhibit A of Service Agreement RFP2011.134** for a sum not to exceed thirty-six thousand, seven hundred ninety-six dollars and sixty cents (\$36,796.60).
2. The term of the Service Agreement is extended for one (1) additional year effective through December 28, 2014.
3. The Service Agreement, Addendum One and **Addendum 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. Any terms, conditions, or provisions of the Service Agreement and Addendum One that are not amended or modified by Addendum Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One and Addendum Two, the terms, conditions, and provisions of Addendum Two shall prevail.
4. The Recitals contained in Addendum Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum 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 Addendum 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 Addendum Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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 Addendum Two is determined to be unenforceable or invalid for any reason, the remainder of Addendum 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 Addendum 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

By: *[Signature]*
County Manager

Date *1/8/14*

CONTRACTOR:
Tom Mills P. S. I., Inc.
d.b.a. Sweep Stakes Unlimited

By: *Thomas Mills*
Name (Print or Type)
[Signature]
Authorized Signature

12-20-13
Date
President
Title

ATTEST:
Karen Long
Clerk and Recorder

[Signature]



APPROVED AS TO FORM:
Adams County Attorney's Office

By: *[Signature]*
Attorney Signature

NOTARIZATION:
COUNTY OF *Denver*)
STATE OF COLORADO)SS.

Signed and sworn to before me this *20* day of *December*
by *Thomas Mills*

Notary Public

My commission expires on: _____

