

ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR
FUEL SERVICES

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("First Amendment") is entered into this 28th day of July, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Shoco Oil Inc, located at P.O. Box 867, Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on July 1, 2014, the County entered into a Service Agreement with Shoco Oil Inc; and,

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

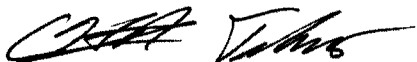
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year.
2. The fee schedule will remain at the same at rack rate plus \$.045 per gallon for dispensed fuel and rack plus \$.06 per gallon for delivered fuel.
3. The Service Agreement and this First Amendment 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 are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Amendment 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 First Amendment 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 First Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Amendment 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 First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment 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 First Amendment, 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


Chairman

JULY 28, 2015
Date

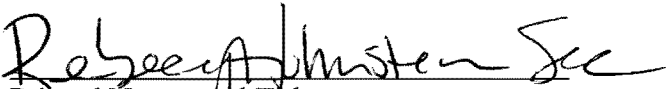
ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

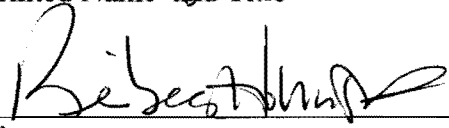

Deputy Clerk


Adams County Attorney's Office

SHOCO OIL INC


Printed Name and Title

7-15-15
Date


Signature