

**ADAMS COUNTY, COLORADO
AMENDMENT ONE FOR INDEPENDENT ETHICS
COMPLIANCE OFFICER**

THIS AMENDMENT ONE TO PROFESSIONAL SERVICE AGREEMENT #2018.038 is entered into this 25 day of NOVEMBER, 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 Cohen Milstein Sellers & Toll, PLLC, located at 1100 New York Avenue, N.W., Suite 500, Washington, D.C 20005, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on December 11, 2018, the County entered into a Professional Service Agreement #2018.038 with Contractor; 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:

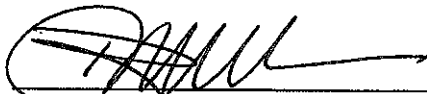
1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year to expire December 10, 2020.
2. There is no change in pricing for the agreement extension.
3. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and 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. 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 One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This 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 this 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 this Amendment One or any terms,

conditions, or provisions hereof. All terms, conditions, and provisions in this 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 this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One 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 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.

**ADAMS COUNTY, COLORADO
COUNTY MANAGER**



Raymond H. Gonzales

11.25.19

Date

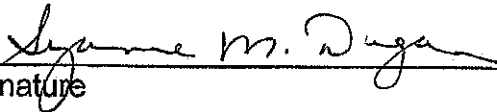
COHEN MILSTEIN SELLERS & TOLL PLLC

Suzanne M. Dugan

Print Name

Special Counsel

Print Title



Signature

11/20/19

Date

**ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER**

APPROVED AS TO FORM:



Deputy Clerk



County Attorney