

**ADAMS COUNTY, COLORADO
AMENDMENT TWO TO AGREEMENT 2017.752
FOR INSURANCE BROKER SERVICES**

THIS AMENDMENT TWO TO PROFESSIONAL SERVICE AGREEMENT #2017.752 is entered into this 20 day of DEC, 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 Arthur J. Gallagher Risk Management Services, Inc., located at 6300 South Syracuse Way, Suite 700, Centennial, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on December 20, 2017, the County entered into a Professional Service Agreement 2017.752 with Contractor; and,

WHEREAS, in Amendment One dated May 6, 2019, the County and Contractor amended the Service Agreement to extend the term; 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 for one additional year to expire December 31, 2020.
2. The fee schedule shall be \$32,420.00.
3. The Service Agreement and this Amendment 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. 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 Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment 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 this Amendment 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 this Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment 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 this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment 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 this Amendment 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
COUNTY MANAGER**



Raymond H. Gonzales

12.20.19

Date

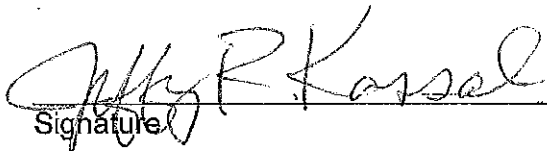
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

JEFFREY R. KASSAL

Print Name

REGION E.V.P.

Print Title



Signature

12/18/19

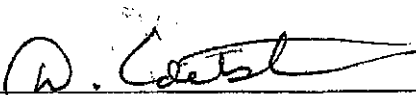
Date

**ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER**



Deputy Clerk

APPROVED AS TO FORM:



County Attorney