

ADAMS COUNTY, COLORADO
AMENDMENT THREE 2019.604 FOR INTERNAL AUDITOR SERVICES

THIS AMENDMENT THREE TO PURCHASE OF SERVICE AGREEMENT 2014.403 is entered into this 12 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 Eide Bailly LLP, located at 7001 East Belleview Avenue, Suite 700, Denver, Colorado 80237, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 3, 2015, the County entered into a Purchase of Service Agreement 2014.403 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, through January 31, 2020.
2. The fee for services provided shall not exceed \$100,000.00, based on the attached 2018 Eide Bailly Hourly Rates.
3. The Service Agreement and this Amendment Three 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 Three, the terms, conditions, and provisions of this Amendment Three shall control.
4. The Recitals contained in this Amendment Three are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Three 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 Three 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 Three or any terms, conditions, or provisions

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

3/12/19
Date

EIDE BAILLY LLP

Kimberley K. Higgins
Kim Higgins
Signature

Partner
March 7, 2019
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

Emma
Deputy Clerk

APPROVED AS TO FORM:

W. East
County Attorney