

**ADAMS COUNTY, COLORADO**  
**AMENDMENT TWO FOR FIREWORKS SHOWS FOR THE STARS & STRIPES AND**  
**ADAMS COUNTY FAIR EVENTS**

THIS AMENDMENT TWO TO PROFESSIONAL SERVICE AGREEMENT 2017.100 is entered into this 21 day of May, 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 Tri-State Fireworks, Inc., located at PO Box 31, Brighton, CO 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on May 16, 2017, the County entered into a Professional Service Agreement 2017.100 with Contractor; and,

WHEREAS, on February 13, 2018, the County renewed the Agreement in Amendment One 2018.110 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term, renew the agreement, add costs, etc.

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 May of 2020.
2. The fee schedule shall be as follows:

a) Stars & Stripes	July 3, 2019	\$42,000
b) Adams County Fair	August 2019	\$ 5,000
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

21 May 2019  
\_\_\_\_\_  
Date

TRI-STATE FIREWORKS, INC.

Sharon Dornody  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Print Title

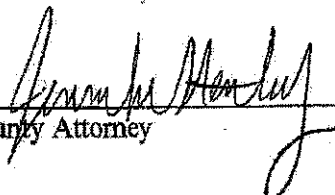
  
\_\_\_\_\_  
Signature

5/17/19  
\_\_\_\_\_  
Date

ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER

J. Zygielbaum  
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney