

ADAMS COUNTY, COLORADO  
FIFTH ADDENDUM TO  
JANITORIAL SERVICE AGREEMENT FOR  
ADAMS COUNTY HEAD START

THIS FIFTH ADDENDUM TO SERVICES AGREEMENT ("Fifth Addendum") is entered into this 29<sup>th</sup> day of March, 2012, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 S. Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Metro Building Services, located at 7310 S. Alton Way, Centennial, Colorado 80112, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on September 22, 2008, the County entered into a Janitorial Service Agreement with Metro Building Services for the provision of Janitorial Services for four Adams County Head Start Centers ("Janitorial Services Agreement"); and,

WHEREAS, the agreement was amended to extend the agreement through February 29, 2012; and

WHEREAS, the County intends to consolidate and competitively advertise and solicit its janitorial services contract for 2013, and therefore must work to establish the consistent terminations of its existing janitorial services contracts;

WHEREAS, though the initial term and renewal provisions expire July 31, 2012, the parties have agreed to extend the Agreement an additional six months, through February 1, 2013, to avoid any lapses in janitorial services to Adams County Head Start Centers pending the advertisement and solicitation for a single county-wide janitorial services provider for 2013.

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 Term of the Janitorial Service Agreement as set forth in Section IV shall be extended through February 1, 2013.
2. The County shall pay the Contractor for the Janitorial Services during this extension period at the same proportional monthly rate as set forth in Section V of the Janitorial Service Agreement in the following amounts:

Creekside Center	\$165.00 per month
Federal Heights Center	\$520.00 per month
Rainbow Center	\$530.00 per month
Brighton Center	\$545.00 per month

3. The Service Agreement, First, Second and Fifth Addendum 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 the First, Second, Third, Fourth and Fifth Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and the First, Second and Fifth Addendum, the terms, conditions, and provisions of this Fifth Addendum shall control.

4. The Recitals contained in this Fifth Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Fifth Addendum 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 Fifth Addendum 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 Fifth Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Fifth Addendum 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 Fifth Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Fifth Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Fifth Addendum, 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.

LOREN IMHOFF  
EXPENDITURES MANAGER

*Loren Imhoff*  
Signature

*3/19/12*  
Date

APPROVED AS TO FORM:

*[Signature]*  
Adams County Attorney's Office

Metro Building Services

*John Woodhull*  
Signature

*3/20/12*  
Date

*John Woodhull / President*  
Printed Name/Title

Signed and sworn to before me on this *20<sup>th</sup>* day of *March*, 2012 by

*John Woodhull*

Notary Public

*Lindsay Hand*

My commission expires

on: *July 10, 2012*

