

**ADAMS COUNTY, COLORADO  
FIRST AMENDMENT FOR  
MOSQUITO CONTROL SERVICES (2015.320)**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("First Amendment") is entered into this 22<sup>nd</sup> day of MARCH, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Ottertail Environmental, Inc., located at 10200 West 44<sup>th</sup> Avenue, Wheat Ridge, Colorado 80033, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on June 4, 2015, the County entered into a Purchase of Service Agreement with Ottertail Environmental, Inc.; 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 June 3, 2017.
2. The fee schedule shall be \$213,075.07.
3. The Service Agreement and this First Amendment 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 this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Amendment 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 First Amendment 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 First Amendment or any terms, conditions, or provisions

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

3/22/16  
Date

ATTEST: STAN MARTIN  
CLERK AND RECORDER

APPROVED AS TO FORM:

Emma  
Deputy Clerk

D. Covert  
County Attorney

OTTERTAIL ENVIRONMENTAL, INC.

Ed Fleming  
Print Name

President  
Print Title

Ed Fleming  
Signature

3/15/2016  
Date