

ADAMS COUNTY, COLORADO
~~SERVICE AGREEMENT~~
AMENDMENT TWO

THIS AMENDMENT TWO ("Amendment Two") is made this 11 day of OCTOBER 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **CHANDLER ASSET MANAGEMENT**, located at 6225 Lusk Blvd., San Diego, California 92121, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on October 6, 2015, the County entered into Amendment One #2015.285 with **Chandler Asset Management, Inc.**, to provide Investment Advisory Services for the Adams County Treasurer's Office, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend for one additional year effective March 14, 2016 pursuant to **Section 3 TERM, Paragraph 3.2 Extension Options.**

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 County shall pay the Contractor for the services furnished under this Amendment Two in accordance with **Section 4 Payment and Fee Schedule of the Service Agreement** at the average rate of nine (9) basis points on a maximum of fifty million dollars (\$50,000,000) for the not to exceed amount of forty-five thousand dollar \$45,000.00 for option year one.
2. The term of the Service Agreement is extended for one (1) additional year effective through March 13, 2017.
3. The Service Agreement, Amendment One and 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. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by Amendment Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One, and Amendment Two the terms, conditions, and provisions of Amendment Two shall prevail.
4. The Recitals contained in Amendment Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. 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 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 Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in 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 Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of 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 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.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: Steven J. Dominio
Chair

10/11/16
Date

**CONTRACTOR:
CHANDLER ASSET MANAGEMENT, INC.**

By: Nicole Drago
Name (Print or Type)

10/3/16
Date

[Signature]
Authorized Signature

COO, Chief Compliance Officer
Title

ATTEST:
Stan Martin
Clerk and Recorder
[Signature]

APPROVED AS TO FORM
Adams County Attorney's Office

By: [Signature]
Attorney Signature

NOTARIZATION: (see attached)
COUNTY OF _____)
STATE OF COLORADO)SS.

Signed and sworn to before me this ____ day of _____, 2016,

by _____
Notary Public

My commission expires on: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd day of OCTOBER, 2016, by Nicole Drago, provided to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature Trang Nguyen

(Seal)