ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
ADVERTISING SERVICES AGREEMENT
WITH COMCAST

THIS SECOND ADDENDUM TO THE SERVICE AGREEMENT ("SECOND ADDENDUM") is entered into this 9th day of March, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Comcast Spotlight, located at 1899 Wynkoop St., Suite 400, Denver, Colorado, 80202, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on May 15, 2012, the County entered into an agreement with Comcast and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year, and,

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by both parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement through May 15, 2015.

2. The Payment and Fee schedule shall be an amount not to exceed eighteen thousand eighty-eight dollars ($18,088.00), paid in full by July 15, 2014, upon receipt of an invoice.

3. The 2014 air time schedule shall be in accordance with the scope of services attached as exhibit “A”.

4. The Service Agreement, the First Addendum and this Second 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, and the First Addendum that are not amended or modified by this Second Addendum shall remain in full force and effect. In the event any conflicts arise between the terms, conditions, or provisions of the Service Agreement, the First Addendum and this Second Addendum; the terms, conditions, and provisions of this Second Addendum shall control (you could use “prevail” instead of control here).

5. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

6. This Second 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.

7. Nothing expressed or implied in this Second 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 Second Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second 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.
8. If any provision of this Second Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Second Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.

9. Each party represents and warrants that it has the power and ability to enter into this Second 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.

RICK ANDERSON, PARKS AND COMMUNITY RESOURCES DIRECTOR ADAMS COUNTY, COLORADO

______________________________
Signature

______________________________
Date

ATTEST: KAREN LONG
CLERK AND RECORDER

Deputy Clerk

COMCAST SPOTLIGHT

______________________________
Printed Name and Title

______________________________
Signature

______________________________
Date

APPROVED AS TO FORM:

Adams County Attorney’s Office

______________________________
Date

3/9/14

3/5/14