

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
ELEVATOR AGREEMENT

JAN 06 2012

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 30th day of January, 2012, 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 ThyssenKrupp Elevator located at 7367 Revere Parkway, Unit 2-A, Centennial, CO 80112, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on December 23rd, 2009, the County entered into a Service Agreement with ThyssenKrupp Elevator and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term, and,

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:

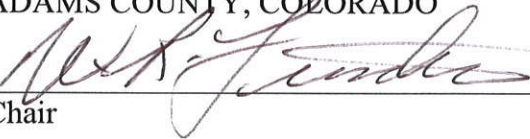
1. The Service Agreement is hereby amended to extend the term of the Agreement through December 31, 2012.
2. The fee schedule will increase to \$54,412.00 per year.
3. The Service Agreement and this Second Addendum contain the entire understanding of the parties hereto and neither it, nor the rights 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 that are not amended or modified by this Second 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 this Second Addendum, the terms, conditions, and provisions of this Second Addendum shall control.
4. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. 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.
6. 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.

7. 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.
8. 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.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Chair

1-30-12
Date

ATTEST:
KAREN LONG

CLERK AND RECORDER


Deputy Clerk



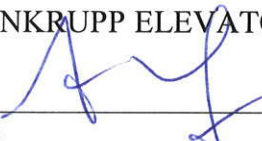
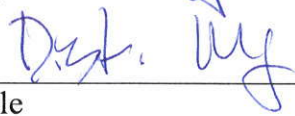
APPROVED AS TO FORM:


Adams County Attorney's Office

THYSSENKRUPP ELEVATOR

Signature

Name/Title

Date

1/11/12