

ADAMS COUNTY, COLORADO
THIRD ADDENDUM TO
SERVICE AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this 27th day of July, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Easter Seals Colorado, located at 5755 West Alameda Avenue, Lakewood, CO 80226, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 22, 2012, the County entered into a Service Agreement with Easter Seals Colorado as part of the Colorado Management Program (CMP) to provide a day of respite for parents and caregivers and enables children with significant disabilities to participate in social activities and make new friends. The Discovery Club Program services children with extensive needs and their siblings, ages 6-18 years of age, in coordination with the Memorandum Of Understanding, pursuant to House Bill 04-1451, the Colorado Management Program Section 7.303.3, et seq. (12 CCR 2509-4), pursuant to Section 24-1.9-101 et seq., C.R.S. and in compliance with the state rules and County plan, policies, and procedures and CDHS Volume VII 7.303.26; and,

WHEREAS, on August 22, 2013 the agreement with Easter Seals Colorado was extended through June 30, 2014; and,

WHEREAS, on September 15, 2014 the agreement with Easter Seals Colorado was extended through June 30 2015; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through June 30, 2016.

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 reimburse the Contractor for the work provided under this Third Addendum in accordance with **Section V of the Service Agreement**. Beginning July 1, 2015 through June 30, 2016, Adams County will pay Easter Seals Colorado a sum not to exceed ten thousand six hundred and fifty-seven dollars (\$10,657.00).
2. The term of the Service Agreement is extended through June 30, 2016.
3. The Service Agreement and this Third 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 Third 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 Third Addendum shall control.

4. The Recitals contained in this Third Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Third 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 Third 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 Third Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Third 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 Third Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Third 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 Third 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.

County Manager's Office



Deputy County Manager, Ray Gonzales

7 Aug 2015
Date

ATTEST:

STAN MARTIN

CLERK AND RECORDER



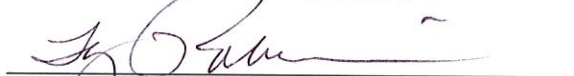
Deputy Clerk

Approved as to form:



Adams County Attorney's Office

EASTER SEALS COLORADO



Director

July 27, 2015
Date

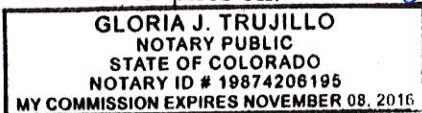
Signed and sworn to before me on this 27th day of July, 2015 by

Lynn Robinson



Notary Public

My commission expires on: 11-8-16



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Euster Seals Colorado
Company Name

July 25, 2015
Date

Lynn Robinson
Name (Print or Type)

[Signature]
Signature

President/CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering