

ADAMS COUNTY, COLORADO  
THIRD ADDENDUM TO  
SECURITY SERVICES AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this 3 day of March, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Sierra Detention Systems located at 1177 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601; hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on March 14, 2012, the County entered into a Service Agreement with Sierra Detention Systems; and,

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

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 January 1, 2016.
2. The yearly fee schedule will remain the same at the following rates:

Monthly rate for 2015 shall be \$17,684.00 (seventeen thousand six hundred eighty-four dollars) for a total of \$212,208.00 (two hundred twelve thousand two hundred eight dollars) for 2015.

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 Third 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.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

Steven J. O'Donoghue  
Chairman

3/3/15  
Date

ATTEST:  
STAN MARTIN

APPROVED AS TO FORM:

CLERK AND RECORDER

D. Ledet  
Adams County Attorney's Office

Channah  
Deputy Clerk

Sierra Detention Systems  
[Signature]  
Signature

18 FEB 15  
Date

W. Russell Pilcher CEO  
Name/Title

**Purchase Order Number 12234**

This Number Must Appear on all  
Invoices, Packing Lists, and Packages

**ADAMS COUNTY  
PURCHASE ORDER**

Page 1 of 1  
Order Date: 02/10/15  
Requested Date: 02/10/15  
Cost Center: 2071

Vendor Address	Vendor and Shipping Information	Ship To Information
SIERRA DETENTION SYSTEMS 1177 S 4TH AVE BRIGHTON CO 80604	Phone: 278-6879 FAX: 303 278-6921 e-mail: Delivery:	ADAMS COUNTY SHERIFF'S OFFICE DETENTION FACILITY 150 NORTH 19TH AVENUE BRIGHTON CO 80601
VENDOR NUMBER: 7406		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Monthly Maintenance / Jail		EA	0.0000	212,268.00	2071.7825	00006018

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 212,268.00
----------------------------	-------------------------	--------------------------	----------------------------------

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
COLORADO TAX EXEMPT #98-03569

Invoice to:  
Adams County A/P  
4430 S. Adams County Pkwy.  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050

Inquiries to:  
Adams County Purchasing Department  
4430 S. Adams County Parkway,  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050

92805 MCLEAN, ELISSA R

**ADAMS COUNTY AUTHORIZED SIGNATURE**

## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.



# *adams county* *sheriff's office*

**Douglas N. Darr, Sheriff**

332 N. 19th Avenue, Brighton, Colorado 80601

(303) 654-1850 Fax: (303) 655-3296

E-mail: [SheriffDarr@adcogov.org](mailto:SheriffDarr@adcogov.org)

January 8, 2015

Ms. Eva J, Henry Commissioner,  
Mr. Charles "Chaz" Tedesco Commissioner, Board Chair  
Mr. Eric Hansen Commissioner  
4430 Adams County Parkway, Suite C5000A  
Brighton, CO 80601-8204

Subject: Sierra Detention Systems Service Contract

Dear Board of County Commissioners:

Our current contract with Sierra Detention Systems that provides for all on-and off-site labor, preventative maintenance, and repair for the Sierra Detention Security Systems has expired. The contract covers the Justice Center, 1100 Judicial Center Drive and the Adams County Detention Facility, 150 North 19<sup>th</sup> Avenue. The contract has an extension option. The County may offer to extend this as necessary if satisfactory services are provided and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the contractor and approved by the Adams County Board of County Commissioners.

The payment schedule listed in the Agreement for 2015 contains an increase of 5%, for a monthly rate of \$17,684.00. I believe the terms and conditions of this Agreement have been met and ask the Board to consider renewal of the Sierra Detention Systems contract.

Your consideration of this request is appreciated.

Kindest Regards,

Douglas N. Darr  
Sheriff

Adams County Sheriff's Office

[DDarr@adcogov.org](mailto:DDarr@adcogov.org)

303.655.3211

DND/tf