

ADAMS COUNTY, COLORADO
SECOND AMENDMENT TO AGREEMENT FOR
CHILDRENS OUTREACH PROGRAM 2013.094

THIS SECOND AMENDMENT TO SERVICE AGREEMENT ("Second Amendment") is entered into this 8th day of September, 2015, 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 Children's Outreach Project, located at 8000 Pecos Street, Denver, Colorado 80221, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on May 12, 2013, the County entered into an agreement with Children's Outreach Project; 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 August 12, 2016.
2. The Contractor will perform the work for a not to exceed amount of ninety thousand seven hundred fifty dollars (\$90,750.00) and to be paid by mill levy funds statutorily levied for such purposes.
3. The Service Agreement and this Second Amendment 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 Amendment 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 Amendment, the terms, conditions, and provisions of this Second Amendment shall control.
4. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Second Amendment 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 Amendment 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 Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Amendment 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 Amendment is determined to be unenforceable or invalid for any reason, the remainder of the Second Amendment 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 Amendment, 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

[Signature]
Signature

09.08.15
Date

ATTEST:
STAN MARTIN, CLERK AND RECORDER

[Signature]
Adams County Deputy Clerk

APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

CHILDREN'S OUTREACH PROJECT

Timothy Scott Smith
Printed Name
[Signature]
Signature

EXECUTIVE DIRECTOR
Title
Aug. 26, 2015
Date

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Boulder) STATE OF Colorado) SS.

Signed and sworn to before me this 26th day of August, 2015,

by Timothy Scott Smith, [Signature]
Notary Public

My commission expires on: Oct 19, 2016

