

ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR
COMMUNITY TRANSIT SERVICES

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("First AMENDMENT") is entered into this 7th day of July, 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 Seniors' Resource Center, located at 3227 Chase St. Denver, CO 80212, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on August 5, 2014, the County entered into a Service Agreement with Seniors' Resource Center; and,

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

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 July 31, 2016.
2. The fee schedule will change from \$22.00 per rider to \$25.00 per rider for a not to exceed yearly amount of six hundred twelve thousand dollars (\$612,000.00).
3. The contractor shall lease ten (10) vehicles from the County at a rate of for one dollar (\$1.00) per vehicle per year for at total yearly amount of ten dollars (\$10.00).
4. The contract shall carry the insurance requirements as listed in Exhibit "A" of this agreement.
5. The Service Agreement and this First 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 First 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 First AMENDMENT, the terms, conditions, and provisions of this First AMENDMENT shall control.
6. The Recitals contained in this First AMENDMENT are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

7. This First 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.
8. Nothing expressed or implied in this First 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 First AMENDMENT or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First 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.
9. If any provision of this First AMENDMENT is determined to be unenforceable or invalid for any reason, the remainder of the First AMENDMENT shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
10. Each party represents and warrants that it has the power and ability to enter into this First 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


Chair

JULY 21, 2015
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:


Deputy Clerk


Adams County Attorney's Office

SENIORS' RESOURCE CENTER, INC.

JOHN ZABAWA
PRESIDENT / CEO
Printed Name and Title

7-14-15
Date


Signature

EXHIBIT A

1. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

1.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

1.1.1. Each Occurrence \$1,000,000

1.1.2. General Aggregate \$2,000,000

1.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

1.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

1.2.2. Personal Injury Protection Per Colorado Statutes

1.3. **Workers' Compensation Insurance:** Per Colorado Statutes

1.4. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

1.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

1.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

1.5. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

1.6. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

1.7. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.