

ADAMS COUNTY, COLORADO  
SECOND ADDENDUM TO  
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 10<sup>th</sup> day of September, 2012, 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 Shiloh Homes, Inc., located at 1001 West 124<sup>th</sup> Avenue, Westminster, CO 80234, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 1, 2011, the County entered into a Service Agreement with, Shiloh Homes, Inc. to provide 28 Shelter and Residential Care Beds to youth referred by the Adams County Human Services Department (ACHSD) pursuant to the Colorado Family Preservation Act §§26-5-101, et seq., C.R.S. and 19-3-208 et seq., C.R.S., and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303 et seq., and,

WHEREAS, on May 1, 2012 the County and the Contractor mutually amended the Service Agreement that guarantees the number of beds for male and female youth at two Shiloh shelters, and,

WHEREAS, the term of the agreement expired on June 30, 2012, and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through June 30, 2013, 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 County shall reimburse the Contractor for the work provided under this First Addendum in accordance with **Section IV of the Service Agreement**. Beginning July 1, 2012 through June 30, 2013, Adams County will pay Shiloh Homes, Inc. an amount not to exceed \$1,798,720.00.
2. The term of the Service Agreement is extended through June 30, 2013.
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 First 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

*Oliver J. Neuhard*  
Chairman

Date 9-10-12

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

*Keisha Hirsch*  
Deputy Clerk



Approved as to form:

*Steve Pate*  
Adams County Attorney's Office

SHILOH HOMES, INC.

*Steven Ramirez*  
Steven Ramirez, CEO

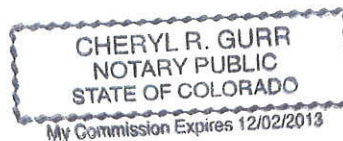
8/13/2012  
Date 9-6-12

Signed and sworn to before me on this 6 day of September, 2012 by

Steven E. Ramirez

*Cheryl R. Gurr*  
Notary Public

My commission expires on: 12-2-13



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

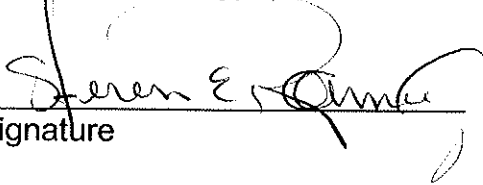
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Shiloh Home, Inc.  
Company Name

09/07/2012  
Date

Steven E. Ramirez/CEO  
Name (Print or Type)

  
Signature

Chief Executive Officer  
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