

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 22nd day of August, 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 North Metro Community Services, located at 1001 W. 124th Ave., Westminster, CO 80234, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 1, 2011, the County entered into a Service Agreement with , North Metro Community Services, as part of the Colorado Management Program (CMP), to provide case management services and in home parenting support to youth and families with developmental disabilities residing in Adams County 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 24-1.9-101seq., 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, 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 to facilitate the request for proposal process, 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 North Metro Community Services a sum not to exceed \$33,000.
2. The term of the Service Agreement is extended through June 30, 2013.
3. The Service Agreement and this First 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 First 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 First Addendum shall control.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First 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 First 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 First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First 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 First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First 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 First 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

W.R. Jones Date 8.22.12
Chairman

ATTEST:
KAREN LONG
CLERK AND RECORDER

Karen Long
Deputy Clerk



Approved as to form:
Steve Miller
Adams County Attorney's Office

NORTH METRO COMMUNITY SERVICES

Roxanne Pinneo Date 8-13-12
Roxanne Pinneo, Executive Director

Signed and sworn to before me on this 14th day of August, 2012 by

Roxanne Pinneo

Patel Mitchell
Notary Public

My commission expires on: 7/31/2014

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:

North Metro Community Services
Company Name

8-13-12
Date

Roxanne Pineda
Name (Print or Type)

Roxanne Pineda
Signature

Executive Director
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