

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
COMMUNITY TRANSIT SERVICES AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 12th day of August, 2013, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 S. 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."

RECITALS

WHEREAS, on June 17, 2011, the County entered into a Service Agreement with Seniors' Resource Center, and,

WHEREAS, on June 27, 2012, the County extended the term of the contract for one additional one-year term with Seniors' Resource Center, and,

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

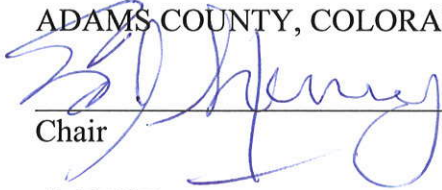
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. Number 3.1 of the Service Agreement is hereby amended to extend the term of the Agreement to July 1, 2013, through June 30, 2014.
2. Number 4.1, fee schedule will be \$22.00 per rider.
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 Second 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



Chair

8-12-13

Date

ATTEST:
KAREN LONG

APPROVED AS TO FORM:

CLERK AND RECORDER



Adams County Attorney's Office



Deputy Clerk

Seniors Resource Center

x 

Signature

x 7/25/13

Date

JOAN ZABAWA, PRESIDENT/CEO

Name/Title