

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 22nd day of September, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Helton & Williamsen, P.C., located at 384 Inverness Parkway, Suite 144, Englewood, CO 80112, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on February 21, 2014, the County entered into a Service Agreement with Helton & Williamsen, P.C. to provide water resources engineering services; and,

WHEREAS, the County and the Contractor mutually desire to add additional services to the agreement.

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. Adams County will pay Helton & Williamsen, P.C. for additional water resources engineering services in the amount not to exceed \$35,000.00.
2. 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.
3. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. 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.
5. 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.
6. 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.

7. 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.

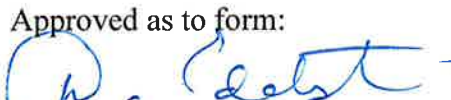
Raymond Gonzales


Deputy County Manager

9-22-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER


Deputy Clerk

Approved as to form:

Adams County Attorney's Office


Helton & Williamsen, P.C.

Frank C. Healy
Date

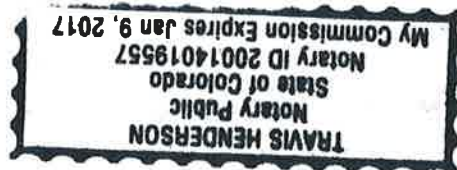
09/16/14
Date

Signed and sworn to before me on this 16 day of September, 2014 by

Travis Henderson


Notary Public

My commission expires on: Jan 9, 2017



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:

Hutton & Williamson
Company Name

9/16/14
Date

FRANK C. HEALY
Name (Print or Type)

Frank C. Healy
Signature

Vice - Pres
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