## ADAMS COUNTY, COLORADO THIRD ADDENDUM TO SERVICE AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this 20+1 day of 2014, 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. 124<sup>th</sup> 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, on August 22, 2012 the agreement with North Metro Community Services was extended through June 30, 2013, and,

WHEREAS, on September 9, 2013 the agreement with North Metro Community Services was extended through June 30, 2014, and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through June 30, 2015.

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 Third Addendum in accordance with **Section IV of the Service Agreement**. Beginning July 1, 2014 through June 30, 2015, Adams County will pay North Metro Community Services a sum not to exceed \$43,000.00.
- 2. The term of the Service Agreement is extended through June 30, 2015.
- 3. The Service Agreement and this Third 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 Third 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 Third Addendum, the terms, conditions, and provisions of this Third Addendum shall control.
- 4. The Recitals contained in this Third Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

- 5. This Third 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 Third 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 Third Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Third 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 Third Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Third 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 Third 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	
Chairman Date	9-30-14
Chairman	
ATTEST: KAREN LONG	
CLERK AND RECORDER	
22	Approved as to form:
Munty	W. Eslato
Deputy Clerk	Adams County Attorney's Office
NORTH METRO COMMUNITY SERVICES	7/22/14
Roxanne Pinneo, Executive Director	Date
Randy Brodersen	Southenha
Signed and sworn to before me on thisday	of, 2014 by
Randy Brodersen	
Pymu de Dallar	EYVONNE A. DALLAS NOTARY PUBLIC STATE OF COLORADO
Notary Public	NOTARY ID 19984002789
My commission expires on:	My Commission Expires June 11, 2018

## 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.

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North Metro Community Services Company Name

Date

Randall E. Brodeson Name (Print or Type)

Signature

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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